IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR MARION COUNTY

ADAM EUGENE KOBS, an individual, and **N.K.,** a minor, by and through his father and natural guardian, ADAM E. KOBS**,**

Plaintiffs,

v.

SILVERTON SHELTERING SERVICES d.b.a. **"SHELTERING SILVERTON,"** an Oregon public-benefit nonprofit corporation; **SARAH WHITE**, individually; **JOSEPH SCHMAUS**, individually;

Defendants.

Case No. 25CV57849

PLAINTIFF'S RENEWED MOTION FOR LEAVE TO FILE SUR-REPLY, RESPONSE TO DEFENDANTS' OPPOSITION TO MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT, AND SUR-REPLY ATTACHED AS EXHIBIT A

I. RENEWED MOTION FOR LEAVE TO FILE SUR-REPLY AND PROCEDURAL BACKGROUND

This combined filing serves six purposes: (1) renewed motion for leave to file a Sur-Reply in opposition to Defendants' Motion to Dismiss the First Amended Complaint ("FAC") and/or Second Amended Complaint ("SAC"); (2) response to Defendants' Opposition to Plaintiff's Motion for Leave to File SAC; (3) attachment of the Sur-Reply itself as **Exhibit A**; (4) attachment of the latest proposed Second Amended Complaint as **Exhibit B**; (5) attachment of the 2024 Shelter Guest Agreement as **Exhibit C**; and (6) attachment of Plaintiff's redacted intake application from October 31, 2023 as **Exhibit D**.

On December 23, 2025, Plaintiff filed a Motion for Leave to File Sur-Reply in response to Defendants' Motion to Dismiss the FAC. That motion has remained pending, awaiting the Court's signature, through no fault of Plaintiff.

On February 6, 2026, Plaintiff filed a Motion for Leave to File a Second Amended Complaint to adjust to the dismissal of defendants Jordan Sims and Travis Glidden and to add factual particulars based on public records and discovery. **The SAC adds one claim for breach of contract based on Defendants' written Guest Agreement, which has been referenced throughout this litigation**. **The SAC further refines the legal framework to reflect the legally protected interest within the shelter being obligated to provide Plaintiffs a safe haven from Menacing (ORS 163.190).** All other claims remain unchanged, only refined.

On February 20, 2026, Defendants filed an Opposition to Plaintiff's Motion for Leave to File SAC. That Opposition recycles—verbatim—the identical legal arguments made in their Motion to Dismiss the FAC: that Plaintiffs cannot recover for emotional distress without physical injury, that no legally protected interest exists, and that the promissory estoppel claim fails. In that pleading, Defendants mention the supposed requirement of "physical injury," "physical harm," or "physical impact" no fewer than fourteen times. (See Defs.' Opp. to Mot. for Leave to File SAC, passim.)

Because Defendants' challenges to the FAC and the SAC are substantively identical, and because the arguments raised in their Opposition warrant a comprehensive response, Plaintiff renews his request for leave to file the attached Sur-Reply (Exhibit A). **The prior Motion for Leave to File Sur-Reply (filed December 23, 2025) and the associated proposed order should be stricken as moot.**

II. RESPONSE TO DEFENDANT'S OPPOSITION TO MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT

Defendants' Opposition raises three primary arguments against Plaintiff's proposed SAC: (1) that amendment is futile because Plaintiffs cannot recover for emotional distress without physical injury; (2) that no legally protected interest exists; and (3) that the promissory estoppel

claim fails. Each of these arguments is addressed in detail in the attached Sur-Reply (Exhibit A). Plaintiff offers the following summary in response to Defendants' procedural objections.

A. Leave to Amend Should Be Freely Granted

Under ORCP 23 A, leave to amend "shall be freely given when justice so requires." Plaintiff's proposed SAC adds no new causes of action—it merely **adds one claim for breach of contract based on Defendants' written Guest Agreement**, which has been part of the record from the beginning. The amendment also adds factual particulars based on public records, Defendants' disclosures, and documents obtained since the prior pleading, including **detailed analysis of the undefined term "low barrier" and its legal implications**. Defendants cannot claim prejudice; they have known of the Guest Agreement since the outset of this case and have had every opportunity to defend against allegations arising from its provisions.

B. The Proposed Amendments Are Not Futile

Defendants argue that amendment is futile because Plaintiffs cannot recover for emotional distress without physical injury. As demonstrated in the attached Sur-Reply, this argument ignores the well-established exception under *Philibert v. Kluser*, 360 Or 698 (2016), which permits recovery where a defendant's conduct infringes a legally protected interest apart from causing the claimed distress. Plaintiffs' **legally protected interest—the shelter being obligated to provide Plaintiffs a safe haven from Menacing (ORS 163.190)—is *grounded* in Oregon criminal law, *voluntarily undertaken through* Defendants' own required Guest Agreement, *explicitly promised* through their published Mission Statement, *publicly confirmed* through their public-facing press releases, and *independently reinforced* by premises liability and public funding obligations.** The SAC now further strengthens this interest with analysis of the undefined term "low barrier," demonstrating that any ambiguity in the Agreement must be construed against Defendants as the drafters. Fourteen mentions of "lack of physical injury" cannot erase this interest.

The proposed amendments are far from futile. Indeed, newly discovered evidence—including Defendants' own public statements at the August 19, 2024 Silverton City Council joint meeting—confirms that "low barrier" was defined by Executive Director White as relating to

entry requirements ("*self-identified kinship groups*"), not as a license to tolerate violence. (City of Silverton, City Council and Sheltering Silverton Joint Meeting, Aug. 19, 2024, agenda and minutes available at https://www.silverton.or.us/citycouncil/meeting/city-council-and-sheltering-silverton-joint-meeting-and-city-council-regular). White further testified that the Shelter "*draws a pretty bright line around criminality*" and immediately removes individuals engaged in criminal behavior, citing the example of Jerry Hathcock's swift ban for bicycle theft. Former Board President MaryJane Schaffer simultaneously declared the Shelter "*a public safety organization.*" This evidence directly supports the SAC's refined legal framework and demonstrates that Defendants' unspoken "low barrier" defense is a post-hoc fabrication contradicted by their own words. Fourteen mentions of "lack of physical injury" cannot erase this interest.

C. The Promissory Estoppel Claim Remains Sufficient

Defendants' arguments regarding promissory estoppel are addressed fully in the attached Sur-Reply. Plaintiff incorporates those arguments by reference.

III. CONCLUSION AND PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that the Court:

1. Grant Plaintiff leave to file the attached Sur-Reply (Exhibit A);
2. Strike as moot Plaintiff's pending Motion (and Order) for Leave to File Sur-Reply (filed December 23, 2025);
3. Deny Defendants' Opposition to Plaintiff's Motion for Leave to File SAC;
4. Grant Plaintiff leave to file the Second Amended Complaint (Exhibit B);
5. Accept into the record the 2024 Shelter Guest Agreement (Exhibit C) and Plaintiff's redacted intake application from October 31, 2023 (Exhibit D) for purposes of reference and consideration by the Court; and
6. Award such other and further relief as the Court deems just and proper.

DATED: February 23rd, 2026.

Respectfully submitted,

_____/s/ Adam Kobs_____

Adam E. Kobs, Pro Se
Residential address is confidential
Confidential Information Form (CIF) filed under UTCR 2.130
Email: adamkobs1984@proton.me

CERTIFICATE OF SERVICE UNDER UTCR 5.100

I, Adam E. Kobs, Plaintiff appearing pro se, certify under penalty of perjury:

On February 23rd, 2026 I served the following documents:

- PLAINTIFF'S RENEWED MOTION FOR LEAVE TO FILE SUR-REPLY, RESPONSE TO DEFENDANTS' OPPOSITION TO MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT, AND SUR-REPLY ATTACHED AS EXHIBIT A

1. Service was made on all counsel of record via the following methods:
   a. **Electronic Mail (Email):** I served the document by email to the following counsel of record, who have previously consented to service by email under ORCP 9(G):
      - Guy E. Keating – gkeating@schulte-law.com
      - Rochelle Murphy – rmurphy@schulte-law.com
      - Matthew Smith – msmith@schulte-law.com
      - Tyler Honn – thonn@schulte-law.com

   b. **Oregon Odyssey File & Serve System:** I contemporaneously filed the document via the Odyssey File & Serve system, which provides electronic service to registered counsel.

2. This certificate of service complies with UTCR 5.100 and ORCP 9(G).

I declare under penalty of perjury that the foregoing is true and correct.

Respectfully submitted,

Date: February 23rd, 2026

/s/ Adam Kobs

Adam E. Kobs, Pro Se
Residential address is confidential
Confidential Information Form (CIF) filed under UTCR 2.130
Email: adamkobs1984@proton.me

Exhibit A

Sur-Reply Against Motion to Dismiss Both First Amended Complaint and Second Amended Complaint

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR MARION COUNTY

ADAM EUGENE KOBS, an individual, and **N.K.,** a minor, by and through his father and natural guardian, ADAM E. KOBS**,**
Plaintiffs,
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SILVERTON SHELTERING SERVICES d.b.a. **"SHELTERING SILVERTON,"** an Oregon public-benefit nonprofit corporation; **SARAH WHITE**, individually; **JOSEPH SCHMAUS**, individually;
Defendants.

Case No. 25CV57849

PLAINTIFFS' RENEWED SUR-REPLY IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS FIRST AMENDED COMPLAINT AND PROPOSED SECOND AMENDED COMPLAINT

I. INTRODUCTION

This Sur-Reply addresses the arguments raised in Defendants' Motion to Dismiss the First Amended Complaint ("FAC") (filed December 9, 2025) and their Opposition to Plaintiff's Motion for Leave to File Second Amended Complaint ("SAC") (filed February 20, 2026). Because Defendants' challenges to both pleadings are substantively identical, this Sur-Reply addresses them together.

In their latest filings, Defendants mention the supposed requirement of "physical injury," "physical harm," or "physical impact" no fewer than fourteen times. (See Defs.' Opp. to Mot. for Leave to File SAC, passim.) Fourteen mentions cannot hide the absence of a single response by one sentence that defeats their looping argument:

Plaintiffs' legally protected interest is the shelter being obligated to provide Plaintiffs a safe haven from Menacing (ORS 163.190)—a *right* established by Oregon criminal law, *voluntarily undertaken through* Defendants' own required Guest Agreement, *explicitly*

***promised* through their published Mission Statement, *publicly confirmed* through their public-facing press releases, and *independently reinforced* by premises liability and public funding obligations.**

Under *Philibert v. Kluser*, 360 Or 698 (2016), that is sufficient.

II. REBUTTAL TO DEFENDANTS' RECYCLED ARGUMENTS REGARDING ORS 30.811

Defendants' filings repeat the same footnote-based assertion that they "preserve the right to argue they are immune pursuant to ORS 30.811." This is an improper basis for a motion to dismiss under ORCP 21 A(1).

A. Affirmative Defenses on the Pleadings

The Oregon Supreme Court has been clear: "A motion to dismiss for failure to state a claim may be based on an affirmative defense only when the face of the complaint shows that the defense will defeat the claim." *Franke v. ODFW*, 348 Or 179, 189 (2010). Unless immunity can be determined on the face of the complaint, dismissal under ORCP 21 A is not appropriate; immunity must be pleaded as an affirmative defense and proved by the defendant. The moving defendant bears the burden of demonstrating that the complaint conclusively establishes all facts necessary to support the defense.

ORS 30.811 provides limited immunity from civil liability for entities providing services to homeless persons. Critically, the statute contains explicit exceptions. Immunity does **not** apply if: (1) "The act or omission constitutes gross negligence or willful misconduct"; (2) "A duty is created by a contract or agreement"; or (3) "A duty is imposed by a statute, rule or regulation intended to protect [the homeless person]." ORS 30.811(4)(a)-(c).

B. Pleaded Facts Invoke Statutory Exceptions

Neither the FAC nor the SAC pleads facts that conclusively establish Defendants' entitlement to immunity. To the contrary, both complaints plead facts that, accepted as true, invoke the statutory exceptions, creating factual disputes that cannot be resolved on the pleadings.

1. **Duty Created by Contract or Agreement**: The FAC (¶29) and the SAC (¶¶18-29) allege the existence of a "2024 Shelter Guest Agreement" that "expressly prohibits weapons, drugs, harassment, threats, and aggressive/intimidating behavior." The Agreement itself confirms this contractual framework. The SAC now includes a separate claim for breach of contract (SAC ¶¶75-81), further emphasizing that Defendants undertook contractual duties to protect residents from harassment and aggressive behavior. The SAC also establishes that the Agreement is a contract of adhesion (¶22), constituted an express warranty (¶23), and fails to define the term "low barrier" (¶24-28), creating ambiguities that must be construed against Defendants. These allegations plead a contractual framework from which duties arise. Whether the Agreement creates enforceable duties is a question for discovery, not dismissal.
2. **Gross Negligence or Willful Misconduct**: The factual narrative in both complaints alleges conduct that could be found to rise to the level of gross negligence: repeatedly readmitting Jordan Sims after explicit arson threats to burn the shelter "with everyone in it" and a staff member's house "with his children in it"; permitting Travis Glidden to return and remain after he engaged in destructive violence at an apartment causing "tens of thousands of dollars in damage"; actively prohibiting residents from calling 911 in an emergency; and systematically minimizing or failing to document serious incidents despite actual knowledge. This pattern, if proven, could support a finding of gross negligence, invoking the ORS 30.811(4)(a) exception.

Because the factual allegations, taken as true, do not conclusively establish immunity but instead suggest applicable exceptions, the defense cannot form the basis for an ORCP 21 dismissal. *Franke*, 348 Or at 189. Its assertion is premature and must await factual development through discovery and, if appropriate, summary judgment. The Court should decline to consider it on demurrer.

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III. THE TORT CLAIM NOTICE AND SPOLIATION

A. Defendants' Acknowledgment of the Tort Claim Notice

Defendants' Opposition acknowledges Plaintiff's allegation that they received the Tort Claim Notice on October 6, 2025. (Defs.' Opp. at 3) ("Plaintiff now alleges that the defendant Sheltering Silverton failed to preserve CCTV footage after receiving a tort claim notice on October 6, 2025."). Critically, Defendants do not deny receipt. They do not dispute the date. They offer no affidavit or declaration contesting service. The certified mail receipt—signed and returned to Plaintiff—confirms delivery to their P.O. Box on that date. For purposes of this motion, the Court must accept Plaintiff's well-pleaded facts as true. *Moore v. Willis*, 307 Or 254, 259 (1988). Plaintiff has alleged receipt; Defendants have not rebutted it. Regardless of the lack of Defendants' own honest admission of receiving the Tort Claim Notice as of that date, the fact remains clear and irrefutable that it was received. Therefore, the duty to preserve attached on October 6, 2025.

B. Spoliation Through System Design

Beyond the failure to preserve footage, evidence suggests Defendants configured their CCTV system to destroy evidence. The manufacturer's specifications confirm that the default retention setting for the system was 30 days. That Defendants operated on a shorter retention cycle—mere days—was a **choice**, not a default. A jury could infer that this choice was made with knowledge that incidents were occurring and that footage would be relevant to future claims.

C. Defendants' Ongoing Spoliation: Violation of This Court's December 5, 2025 Order

Beyond the failure to preserve footage, Defendants have committed an independent spoliation act: they have willfully disobeyed this Court's December 5, 2025 Preservation Order. That order required Defendants to file, within 14 days, a sworn technical declaration detailing:

- Camera locations and retention settings;
- Storage locations (NVR/cloud) and any deletions since July 28, 2025;
- Systems for incident documentation and messaging;
- Likely custodians; and
- Steps taken to comply with the Order.

The deadline passed on December 19, 2025. Plaintiff voluntarily extended it to December 26, 2025. No declaration was filed. No extension was requested. No reasonable excuse has been offered other than an incorrect application invoked within ORCP 36 C. Months later, Defendants remain in willful disobedience.

The individuals with knowledge to prepare such a declaration are readily available: Greg Lau (Facilities Manager) and Dmitry White (IT consultant and custodian of the CCTV system). With hired counsel, Defendants could have complied in hours. They chose not to.

This is not burden—it is choice. The only reasonable inference is that the required declaration would reveal facts unfavorable to Defendants: that the system's default retention was 30 days, that deletions since July 28, 2025 were intentional, and that the role of Dmitry White in managing or deleting footage has been concealed.

This ongoing violation independently supports sanctions. The Court should draw an adverse inference that the destroyed evidence would have supported Plaintiff's claims.

IV. THE LEGALLY PROTECTED INTEREST: SAFE HAVEN FROM MENACING

Defendants' core argument—repeated fourteen times in their latest filing—is that Plaintiffs cannot recover for emotional distress because they have alleged no "physical injury," "physical harm," or "physical impact." This mantra is nothing more than a broken-record attempt to obscure the well-established exceptions to that general rule. One sentence defeats all fourteen of their mentions:

Plaintiffs' legally protected interest is the shelter being obligated to provide Plaintiffs a safe haven from Menacing (ORS 163.190)—a *right* established by Oregon criminal law, *voluntarily undertaken through* Defendants' own required Guest Agreement, *explicitly promised* through their published Mission Statement, *publicly confirmed* through their public-facing press releases, and *independently reinforced* by premises liability and public funding obligations.

A. The Correct Legal Standard from Philibert

In *Philibert v. Kluser*, 360 Or 698 (2016), the Oregon Supreme Court held:

"A plaintiff may recover for negligently inflicted emotional harm without physical injury **when the defendant's conduct infringed on some legally protected interest apart from causing the claimed distress.**" *Id.* at 704.

The Court of Appeals recently applied this framework in *I.K. v. Banana Republic, LLC*, 317 Or App 249, 505 P3d 1073 (2022), reaffirming that a legally protected interest must be "of sufficient importance as a matter of public policy to merit protection from emotional impact." In that case, the court recognized that employees have a legally protected interest in being free from secret video recording in a workplace restroom—an interest supported by criminal statutes prohibiting such conduct. *Id.* at 256-57. As the court explained, criminal statutes can serve as evidence that an interest warrants protection from emotional impact under *Philibert*. *Id.*

The Court clarified that recoverable interests are those "of sufficient importance as a matter of public policy to merit protection from emotional impact." *Id.* at 705. Such an interest is recognized "when another party has a legal duty 'designed to protect [the plaintiff] against the type of harm which occurred.'" *Id.* (quoting *Nearing v. Weaver*, 295 Or 702, 708 (1983)). The inquiry is thus relationship and duty-specific.

B. Shelter's Obligation to Provide Plaintiffs Safe Haven from Menacing as a Legally Protected Interest

The criminal law standard for menacing further reinforces why this interest merits protection in tort. Oregon courts have held that menacing can be accomplished through words alone, that the victim's subjective fear is not required (only that a reasonable person would be placed in fear), and that threats within a few hours satisfy the imminence requirement. *State v. Anderson*, 56 Or App 12, 16 (1982); *State v. Lockwood*, 43 Or App 639, 642 (1979); *State ex rel Juvenile Dept. v. Dompeling*, 171 Or App 692, 696 (2000).

The criminal menacing statute identifies conduct so harmful that it warrants state prosecution; that same conduct is necessarily actionable in tort, where the focus shifts from punishment to compensation of victims. If the Oregon Legislature has deemed the intentional creation of fear sufficiently important to warrant criminal sanctions (a Class A misdemeanor), then that same interest is necessarily "of sufficient importance as a matter of public policy to merit protection from emotional impact" under *Philibert*. 360 Or at 705.

Defendants argue that Plaintiffs have alleged no legally protected interest. **They are wrong**.

C. The Criminal Statute as Evidence of Public Policy Importance

The Legislature's decision to criminalize menacing—a Class A misdemeanor—is itself a declaration of public policy. If the intentional creation of fear of imminent serious physical injury is sufficiently important to warrant state prosecution and potential incarceration, it is necessarily "of sufficient importance as a matter of public policy to merit protection from emotional impact" under *Philibert*. 360 Or at 705. The criminal law requires proof beyond a reasonable doubt; the civil standard of preponderance is lower. It would be anomalous to hold that conduct warranting criminal sanction is nonetheless insufficient to support civil recovery for the very harm the statute was designed to prevent.

Oregon courts have consistently recognized that the menacing statute targets the *effect* of fear, not merely the communication itself. *State v. Garcias*, 296 Or 688, 694, 679 P2d 1354 (1984) (menacing statute "criminalizes the attempt to achieve the effect of fear, not a communication itself"). The harm is complete when a reasonable person would be placed in fear of imminent serious physical injury—physical injury need not actually occur. *State v. Lockwood*, 43 Or App 639, 642, 603 P2d 1231 (1979). That the Legislature chose to criminalize this specific harm demonstrates that freedom from such fear is precisely the type of interest the *Philibert* framework was designed to protect.

Plaintiffs' interest rests on these independent pillars:

Source	Legal Foundation
Criminal Law	ORS 163.190 (menacing) criminalizes intentionally placing another in fear of imminent serious physical injury by word or conduct. The Oregon Legislature has thus declared that freedom from such fear is of sufficient public importance to merit criminal sanction.

Source	Legal Foundation
Contract (2024 Guest Agreement)	Defendants drafted and required every resident to sign the Guest Agreement, which explicitly promises: "Harassment — No threats or acts of violence will be tolerated in any way. Harassment in any form (whether verbal, physical, or sexual) will not be tolerated. Aggressive or intimidating behavior of any kind will not be tolerated." (SAC ¶18). The Agreement is a contract of adhesion (SAC ¶22), constituted an express warranty (SAC ¶23), and fails to define the term "low barrier" (SAC ¶24-28), creating ambiguities that must be construed against Defendants. These contractual duties are now separately pleaded as a breach of contract claim (SAC ¶¶75-81).
Mission Statement	The Shelter's published Mission Statement promises "kinship," "safety," and "mutual accountability" (SAC ¶12). By holding itself out as providing a safe environment and accepting public funding to do so, the Shelter voluntarily assumed a duty to protect residents from foreseeable harm.
Premises Liability	As possessors of land operating a congregate shelter, Defendants owed a common law duty to protect invitees from foreseeable harm, including foreseeable criminal acts of third parties. *Fazzolari v. Portland School Dist. No. 1J*, 303 Or 1, 17 (1987). The shelter's actual knowledge of Sims's and Gliddcn's rcpcatcd mcnacing madc thc harm to Plaintiffs not just foreseeable but certain.
OHCS Funding Requirements	The Shelter receives substantial public funding from Oregon Housing and Community Services (OHCS). The SAC alleges that with increased public funding, Defendants expanded programs and capacity while publicly promising "kinship," "safety," and "accountability" (SAC ¶15). Accepting public funds to provide safe shelter reinforced Defendants' undertaking to implement and enforce safety policies.

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D. Defendants' "Catch-22" Argument Reads the *Philibert* Exception Out of Existence

Defendants' core argument reduces to a circular syllogism: they concede that a plaintiff may recover for emotional distress without physical injury upon showing infringement of a legally protected interest. *Philibert*, 360 Or at 704. They acknowledge that Plaintiffs allege a legally protected interest in physical safety. Yet they argue that because Plaintiffs suffered no physical injury, this interest was not violated—and therefore the *Philibert* exception cannot apply.

This is a classic catch-22. It demands physical injury as proof that a safety interest was violated, while simultaneously acknowledging that the *Philibert* exception exists precisely to permit recovery **without** physical injury. If accepted, this logic would read the exception out of existence entirely.

The Oregon Supreme Court did not create a meaningless exception. The proper inquiry is not whether physical injury occurred, but whether the defendant's conduct infringed a legally protected interest **apart from** causing the claimed distress. *Philibert*, 360 Or at 704. Here, that independent interest is the shelter's obligation to provide Plaintiffs a safe haven from menacing—a right that is violated by the intentional creation of fear, whether or not that fear ever culminates in physical contact. As the Oregon Court of Appeals has held, the crime of menacing is complete when a reasonable person would be placed in fear of imminent serious physical injury. *State v. Lockwood*, 43 Or App 639, 642 (1979). Physical injury is not an element; the fear itself is the harm.

V. CLAIMS FOR IIED AND NIED ARE ADEQUATELY PLED

A. IIED Against White and Sheltering Silverton

Defendants argue Plaintiff "has not alleged that Sheltering Silverton or its employees engaged in any outrageous behavior." This assertion ignores the totality of the conduct pleaded—both the shelter's systemic endangerment and White's targeted retaliation.

1. The Pattern of Knowing Endangerment as Outrageous Conduct

The FAC and SAC allege that the Shelter, through its agents (including White), engaged in extreme and outrageous conduct by:

- Knowingly retaining and repeatedly readmitting violently threatening individuals (Sims and Glidden) despite specific, escalating notice of their dangerous propensities;

- Possessing actual knowledge, years in advance, of Sims's serious mental illness and his own admission that he is "not in control" when medication-noncompliant (the "Pass It On" video in which White herself appeared);
- Being aware, through over **100 local police reports** involving Glidden, of his pattern of violence, threats, and instability;
- Allowing Glidden to remain after he destroyed an apartment, causing tens of thousands in damage;
- Permitting Sims to remain despite multiple criminal trespass notices;
- Prohibiting residents from calling 911, actively suppressing the primary safety resource available to those in fear;
- Systematically minimizing or failing to document serious incidents despite actual knowledge.

This pattern of conduct—creating and perpetuating a living environment of fear and doubt—is not merely negligent. It reflects a conscious disregard for resident safety that could be found "utterly beyond the bounds of socially tolerable behavior." *Sheets v. Knight*, 308 Or 220, 236 (1989). Each ignored incident, each readmission of a known threat, each prohibited 911 call made the next menacing act more foreseeable and more preventable. That Defendants chose inaction over intervention, knowing the risks, is conduct from which a jury could infer intent to cause emotional distress or, at minimum, reckless disregard of a substantial probability that such distress would result. *See McGanty v. Staudenraus*, 321 Or 532, 550 (1995).

2. White's Actual Knowledge

White's knowledge of the danger posed by Sims and Glidden was not constructive—it was actual. She appeared in the "Pass It On" video herself, standing alongside Sims as he voluntarily disclosed his diagnoses of schizophrenia, paranoia, and autism, and admitted he is "not in control" when off medication. That video was published on the shelter's Facebook page as a promotional piece. White cannot claim ignorance. (Sheltering Silverton, "Pass It On" promotional video, Facebook, available at https://www.facebook.com/watch/?v=428051182728523).

Similarly, the shelter's location in a small town, its close working relationship with Silverton Police Department, and the sheer volume of resident reports (over 100 involving Glidden) put

White on actual notice of the specific dangers these individuals posed. She chose not to act. She chose not to screen. She chose not to warn.

3. White's Retaliatory Conduct as Independent Outrageous Behavior

Defendant White's actions following Plaintiff's July 6, 2025 (on or about) warning to Mariah constitute independent outrageous conduct:

- **Public shaming:** Calling Plaintiff a **"creep"** and stating **"We're watching you"** in front of others;
- **False accusations:** Texting Plaintiff that he had **"a history of showing interest in vulnerable women"**—an assertion entirely unsupported;
- **Retaliatory ban:** Immediately banning Plaintiff after he warned Mariah, severing his housing stability and access to community support, without warning, without written explanation, and without any opportunity to respond;
- **Refusal to specify:** When asked through formal channels to identify the specific conduct underlying the ban, and the subsequent two strikes against his housing voucher, Defendants provided nothing—leaving the ban to stand on the unsubstantiated characterization that protective speech somehow violated shelter rules.

The timing is dispositive. Plaintiff warned Mariah on or about July 6, 2025. Within days, he was banned. The stated reason: the warning itself.

4. The Warning That Triggered Retaliation

On or about July 6, 2025, in the shelter kitchen with witnesses present, Plaintiff approached Mariah—a then 25-year-old woman becoming romantically involved with Travis Glidden—and spoke to her out of genuine concern for her safety. Plaintiff informed Mariah that Glidden had voluntarily stated to others, on multiple occasions, that he has serious sexually transmitted disease(s), including that he is HIV+**.** Plaintiff asked Mariah whether Glidden had disclosed this to her; she confirmed he had not. Plaintiff further informed Mariah that Glidden had spoken openly about killing former girlfriends (referring specifically to his August 19, 2024 death threat against Siniva Langloss, **"I'm gonna kill you, Siniva!"**). Plaintiff explicitly stated that he was not forcing romantic interest or seeking to steer her toward himself; his sole purpose was to provide information

so Mariah could make an informed decision about a man known to be dishonest about himself and abusive in his propensities.

During this conversation, Mariah informed Plaintiff that Glidden was actively defaming him, falsely claiming that Plaintiff **"was part of a group of people, many years ago, that contributed towards his demise."** Plaintiff had never known Glidden before the shelter, did not know his last name, and had no prior association with him—facts demonstrating that Glidden's claim was pure pathological fabrication.

Jacob Embree was the staff member on duty that evening. He approached Plaintiff and reprimanded him for discussing "clients' personal matters." Plaintiff apologized and explained that his intent was protective. Embree responded, **"Enough said."** No further action was taken that night.

Days later, Plaintiff arrived at the shelter and was met in the parking lot by Greg Lau, who informed him that Sarah White had banned him from shelter property. The stated reason: the July 6 conversation with Mariah—and that alone.

The individual Plaintiff warned Mariah about—Travis Glidden—was later, according to a confidential report, alleged to have engaged in nonconsensual sexual conduct (rape) against Mariah. She left the shelter abruptly shortly thereafter. Plaintiff's warning was not interference; it was prophecy. It was foreseeable. And for that, he was banned.

5. Defendants' Own Public Statements Confirm Selective Enforcement and Bad Faith

Newly discovered evidence further undermines Defendants' position. At the August 19, 2024 Silverton City Council joint meeting—a public government proceeding—Executive Director Sarah White made multiple admissions that directly contradict the defenses raised in their Motion to Dismiss.

First, White defined "low barrier" on the public record: "People can come to us in self-identified kinship groups." (City of Silverton, City Council and Sheltering Silverton Joint Meeting, Aug. 19, 2024, video recording at 7:50, available at https://vimeo.com/1037579729). This definition relates to **entry requirements**, not safety enforcement. She said nothing about "low barrier" preventing the Shelter from removing violent individuals. Her own words confirm Plaintiffs' argument that "low barrier" is about barriers to entry, not a license to tolerate violence.

Second, White testified that the Shelter "draws a pretty bright line around criminality" and that individuals engaged in criminal activity are "exited from our services the moment we become aware." (Id. at 23:25). She cited the example of Jerry Hathcock, who was immediately banned for stealing a bicycle. This admission proves that Defendants **do** have the ability and the policy to remove individuals for misconduct—they simply chose not to exercise it against Sims and Glidden.

Third, former Board President MaryJane Schaffer declared that the Shelter is "a public safety organization." (Id. at 50:47). This board-level admission reinforces Plaintiffs' legally protected interest in safe haven from menacing and confirms that Defendants undertook a public safety mission.

The contrast is stark:

Jerry Hathcock (Banned)	**Sims & Glidden (Kept)**
Stole a bicycle	Threatened to burn shelter with everyone inside
Exited immediately	Readmitted repeatedly
Law enforcement contacted	911 calls prohibited
White publicly told of removal	White retaliated against reporter

These admissions conclusively establish that Defendants' failure to act was not a matter of policy limitation but a conscious, selective choice. This is precisely the kind of arbitrary enforcement that violates the implied covenant of good faith and supports Plaintiffs' claims for IIED and negligence.

6. The Resulting Harm

The severity of Plaintiffs' harm is clinically confirmed: Plaintiff Adam Kobs has been diagnosed with **Post-Traumatic Stress Disorder (PTSD), F43.10.** This diagnosis corroborates that the emotional distress caused by Defendants' conduct is not merely subjective discomfort—it is recognized, measurable psychological injury.

The objective seriousness of the threat environment was further recognized by the Stalking Protective Order entered against Sims on February 3, 2026 (Marion County Case No. 25SK04536), a judicial finding that Sims's conduct caused reasonable apprehension for personal safety, thus corroborating every claim for menacing.

B. NIED Against Sheltering Silverton

The NIED claim is viable under the *Philibert* exception. The pleaded facts establish:

- **Duty & Breach**: The shelter's assumed duty to protect residents from menacing, and its systemic breach by tolerating known menacing, readmitting dangerous individuals, prohibiting 911 calls, and destroying evidence.
- **Causal Nexus to Harm**: This breach directly caused the severe emotional injuries alleged, including clinically diagnosed PTSD.

As established in Section IV, the complaints plead infringement of a legally protected interest (his safe haven from menacing), satisfying the exception to the physical impact requirement.

VI. NEGLIGENCE AND RELATED CLAIMS ARE SUPPORTED BY ULTIMATE FACTS

Defendants' argument reduces to a single, flawed syllogism: No physical injury = no recoverable damages = no valid claim. This ignores that emotional distress damages are recoverable where, as pleaded here, a legally protected interest is infringed. *Philibert*, 360 Or at 704.

A. Negligence and Premises Liability/Negligent Security

The elements of a common law negligence claim are met. As a possessor of land, Sheltering Silverton owed a duty to protect invitees from foreseeable risks, including third-party menacing and criminal acts. *Fazzolari*, 303 Or at 17. The complaints allege breach through specific, unreasonable failures: not enforcing rules, failing to remove menacing individuals, readmitting trespassers, performing inadequate security checks, prohibiting 911 use, and destroying evidence. These failures directly caused Plaintiffs' severe emotional distress and related economic harms.

B. Negligent Hiring/Retention/Supervision

Defendants misread *Chesterman v. Barmon*, 305 Or 439 (1988). Liability rests on whether the principal "had constructive or actual notice of dangerous propensities and whether the risk to the plaintiff was foreseeable." *Id.* at 442-44. The holding does not impose a per se rule requiring prior physical harm; it focuses on notice and foreseeability. The complaints allege the shelter knew of Sims's and Glidden's violent, threatening, and menacing behavior, yet retained them. It was foreseeable that retaining such individuals in a congregate setting would cause harm to other residents.

VII. THE BREACH OF CONTRACT CLAIM IS PROPERLY PLED AND RELATES BACK

Defendants may argue that Plaintiff's breach of contract claim is new and should not be permitted. This argument fails for multiple reasons.

First, the claim arises from the same conduct, transaction, and occurrence set forth in the original pleading—specifically, the Shelter's operation, its Guest Agreement, and its failure to protect residents from known menacing. Under ORCP 23 C, amendments that arise from the same conduct, transaction, or occurrence relate back to the date of the original pleading.

Second, the Guest Agreement has been referenced throughout this litigation. It was attached as an exhibit to Plaintiff's original response to Defendants' motion to dismiss. It has been part of the record from the beginning. Adding a legal label to facts already pleaded does not create a new claim—it simply articulates a theory already present in the factual allegations.

Third, Defendants cannot claim prejudice. They have known about the Guest Agreement since the outset of this case. They have had every opportunity to defend against allegations arising from its provisions. The addition of a contract claim does not require new discovery, new witnesses, or new evidence—it simply frames existing facts under an additional legal theory.

The SAC now pleads the breach of contract claim with five independent layers of legal theory:

1. **Express Warranty (SAC ¶76):** The Agreement, together with Defendants' published Mission Statement and public representations, created an express warranty that the shelter

would provide a safe haven free from harassment, weapons, and aggressive or intimidating behavior.

2. **Contract of Adhesion (SAC ¶22):** The Agreement is a contract of adhesion, presented on a "take it or leave it" basis, and any ambiguity must be construed strictly against Defendants as the drafters.
3. **Low Barrier Ambiguity (SAC ¶¶24-28):** The Agreement fails to define the term "low barrier," creating a fundamental ambiguity. Industry standards define "low barrier" as relating to barriers to entry, not a license to tolerate violence. If Defendants claim an unspoken "low barrier" policy justified retaining violent residents, this constitutes an unwritten, unilateral modification of the express terms of the Agreement.
4. **Implied Covenant of Good Faith and Fair Dealing (SAC ¶80):** Defendants breached the implied covenant of good faith and fair dealing by arbitrarily enforcing the Agreement—tolerating and repeatedly readmitting Sims and Glidden while banning Plaintiff for protective speech.
5. **Third-Party Beneficiary (SAC ¶81):** In the alternative, Plaintiff was an intended third-party beneficiary of the Guest Agreements signed by Sims and Glidden, which were specifically designed to protect other residents, including Plaintiff.

As Oregon law makes clear, leave to amend "shall be freely given when justice so requires." ORCP 23 A. The presence of additional claims does not prevent amendment; to the contrary, judicial efficiency favors resolving all related claims in a single proceeding.

VIII. THE PROMISSORY ESTOPPEL CLAIM IS SUFFICIENTLY PLED

Defendants' Reply attempts to distinguish *Schafer v. Fraser*, 206 Or 446 (1955), and *Neiss v. Ehlers*, 135 Or App 218 (1995), arguing they involved more "substantial" losses. This is a factual weighing inappropriate on demurrer. The elements of promissory estoppel under Oregon law are clear:

"(1) a promise which the promisor should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the promisee; (2) which does induce such action or

forbearance; and (3) if injustice can be avoided only by enforcement of the promise." *Bixler v. First Nat'l Bank*, 49 Or App 195, 199 (1980).

The Second Amended Complaint pleads facts satisfying each element:

1. **A Promise**: Executive Director Sarah White "represented to Kobs that a Toyota RAV4 vehicle donated to the shelter would be gifted to him upon securing employment, and that the shelter would cover one month of insurance and gas to facilitate employment." (SAC ¶40). Staff member Kelsey Patrick confirmed the promise was discussed in a staff meeting. (*Id.*). Unlike an unenforceable "agreement to agree," White's promise of a **specific vehicle** upon a **specific condition** (securing employment) is sufficiently definite to support reliance at this stage. *See Neiss*, 135 Or App at 230-31.
2. **Reasonable Expectation to Induce Reliance**: A director of a shelter promising a vehicle to a resident to **"facilitate employment"** should reasonably expect the resident to rely by seeking employment requiring a vehicle (SAC ¶40).
3. **Actual and Substantial Reliance**: Plaintiff "reasonably relied on these representations by focusing his job search on driving-based employment (DoorDash)." (SAC ¶42). He "secured a DoorDash agreement." (*Id.*). This is a definite change in position—structuring a job search around a specific, promised resource.
4. **Injustice Without Enforcement**: Plaintiff alleges concrete economic harm: "lost earnings and lost earning capacity in the amount of approximately **$117,500**." (SAC ¶47). Withdrawing the promise after Plaintiff secured the conditioned employment (the DoorDash agreement) caused this loss. Injustice can be avoided only by enforcement of the promise or an award of reliance damages.

Whether the promise was sufficiently definite, whether reliance was reasonable or substantial, and whether injustice requires enforcement are **factual questions** for the trier of fact. *Neiss*, 135 Or App at 230-31. At the pleading stage, the allegations are sufficient.

Documentary Corroboration of Promise: Defendant Sarah White's November 22, 2024 email, which states the board decided to *"sell it and apply all proceeds to our direct client assistance*

fund," corroborates the existence of the vehicle promise and its subsequent withdrawal (SAC ¶44). This document has been previously filed with the Court and will be formally produced in discovery.

Material Advantage: The November 22, 2024 email demonstrates that Defendants obtained a material advantage from the vehicle transaction, as the proceeds were applied to the shelter's direct client assistance fund.

Consideration Not Required: Promissory estoppel applies specifically where there is a promise lacking traditional consideration. *Bixler*, 49 Or App at 199. The doctrine exists to remedy injustice caused by reliance on a promise, regardless of whether consideration was exchanged.

IX. HARM TO OTHERS IS RELEVANT TO ESTABLISH NOTICE AND BREACH

Defendants argue that "Any allegations of physical harm to any other client of Sheltering Silverton is irrelevant to plaintiff's claim." This is a fundamental error. Allegations concerning Sims's and Glidden's conduct toward other residents and staff are **essential** to establishing notice and foreseeability. *Fazzolari*, 303 Or at 17. Each ignored incident made the next menacing act, including the eventual menacing of Plaintiff, **more foreseeable**. To argue that only harm to the plaintiff matters for notice would create a **perverse rule** requiring shelters to wait until a specific resident is physically assaulted before any duty to protect arises.

The harm to others also proves the environment was objectively dangerous, not a product of Plaintiff's subjective imagination. This is crucial for establishing that the emotional distress is genuine and severe.

X. DEFENDANTS' REFUSAL TO COMPLY WITH THE COURT'S ORDER CANNOT BE EXCUSED BY A LAY DECLARATION

Defendants argue, astonishingly, that Sarah White's existing declaration—stating that footage was deleted "days after the incident"—satisfies the court-ordered requirement for a sworn technical declaration. This argument is not just wrong; it is a transparent ploy to defy a direct court order while pretending to comply.

The court's Preservation Order (December 5, 2025) at ¶2 explicitly requires: "Within 14 days, the Shelter shall provide a sworn declaration identifying: (i) camera locations and retention settings; (ii) storage locations (e.g., NVR/cloud) and any deletions since July 28, 2025; (iii) systems for incident documentation and messaging; (iv) likely custodians; and (v) steps taken to comply with this Order."

Sarah White's lay declaration says **none** of these things. It does not identify camera locations. It does not describe retention settings. It does not specify storage locations. It does not account for deletions since July 28, 2025. It does not describe systems for incident documentation or messaging. It does not identify likely custodians. It does not detail steps taken to comply with the order. It does not even mention Dmitry White or his role as the system's custodian.

Defendants cannot substitute a self-serving, non-compliant declaration for the specific relief this court ordered. If a party could defeat a preservation order simply by filing a declaration saying "the evidence is already gone," no preservation order would ever be enforceable.

The deadline passed on December 19, 2025. Plaintiff voluntarily extended it to December 26, 2025. No declaration was filed. No extension was requested. No excuse has been offered other than a misapplication of ORCP 36 C. Months later, Defendants remain in willful disobedience of a clear court order.

This conduct independently supports sanctions, regardless of what any prior declaration says.

XI. CONCLUSION AND PRAYER FOR RELIEF

Defendants' repetitive refrain that "no physical injury = no claim" is a broken-record attempt to avoid the well-settled exceptions recognized in *Philibert* and its progeny. One sentence—grounded in undisputable Oregon criminal law, the 2024 Guest Agreement, the mission statement, premises liability, and OHCS funding requirements—demolishes all fourteen of their mentions of physical injury:

Plaintiffs' legally protected interest is the shelter being obligated to provide Plaintiffs a safe haven from Menacing (ORS 163.190)—a *right* established by Oregon criminal law, *voluntarily undertaken through* Defendants' own required Guest Agreement, *explicitly promised* through their published Mission Statement, *publicly confirmed* through their public-

facing press releases, and *independently reinforced* by premises liability and public funding obligations.

The FAC and SAC plead ultimate facts sufficient to state claims for relief under Oregon's notice-pleading standard. Defendants' Motion asks the Court to weigh evidence and resolve factual disputes, tasks improper on an ORCP 21 motion.

WHEREFORE, Plaintiffs respectfully pray that the Court:

1. Deny Defendants' Motion to Dismiss the FAC and/or SAC in its entirety;
2. Deny Defendants' Opposition to Plaintiff's Motion for Leave to File SAC;
3. Grant Plaintiff leave to file the Second Amended Complaint; and
4. Award such other and further relief as the Court deems just and proper.

Respectfully submitted,

DATED: February 23rd, 2026.

/s/

Adam E. Kobs, Pro Se
Residential address is confidential
Confidential Information Form (CIF) filed under UTCR 2.130
Email: adamkobs1984@proton.me

Waiver of Oral Argument

Plaintiff Adam E. Kobs hereby expressly waives any opportunity for oral argument on this Sur-Reply and respectfully requests that the Court decide this matter based solely on the parties' written submissions and the record before it.

Exhibit B

Plaintiff's Proposed Second Amended Complaint (Updated Version)

pleaseIN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR MARION COUNTY

ADAM EUGENE KOBS, an individual, and **N.K.**, a minor, by and through his father and natural guardian, ADAM E. KOBS,

Plaintiffs,

v.

SILVERTON SHELTERING SERVICES d.b.a. "**SHELTERING SILVERTON**," an Oregon public-benefit nonprofit corporation; **SARAH WHITE**, individually; **JOSEPH SCHMAUS**, individually;

Defendants.

Case No. 25CV57849

SECOND AMENDED COMPLAINT

(Negligence; Negligent Security / Premises Liability; Negligent Hiring, Retention, and Supervision; Intentional Infliction of Emotional Distress; Negligent Infliction of Emotional Distress; Breach of Contract; Equitable Promissory Estoppel)

The Honorable Judge Daniel J. Wren

Prayer: $992,500

JURY TRIAL REQUIRED

No New Causes of Action Asserted

This Second Amended Complaint adds one claim for breach of contract based on the same facts already alleged in prior pleadings—specifically, Defendants' written Guest Agreement, which has been referenced throughout this litigation, and will be entered on the record. All other claims remain unchanged. The amendments add factual particulars based on public records, Defendants' disclosures, and documents obtained from the shelter since the prior pleading, and further refine the legal framework to reflect the legally protected interest in the shelter being obligated to provide Plaintiffs a safe haven from Menacing (ORS 163.190).

INTRODUCTION

1. This action arises from the failures of Silverton Sheltering Services ("the Shelter") to protect residents from known, violent **menacing** within its congregate shelter. Defendants Sheltering Silverton, Sarah White, and Joseph Schmaus promised **"kinship," "safety," and "accountability."** Instead, they engaged in retaliatory actions and failed to implement reasonable safety measures. The environment Defendants fostered stands in stark contrast to their mission "**to provide shelter and holistic support**" and "**safety**." Residents were subjected to two men who:

Jordan Sims:

• Threatened to burn the shelter to the ground with everyone inside;
• Threatened to burn Shelter & Facilities Manager Greg Lau's home with his wife and children inside;
• Overturned beds, threw objects, and screamed at staff and residents;
• Was formally trespassed multiple times yet readmitted each time;
• Engaged in a violent feud with another resident, declaring himself a vigilante;
• Boasted of stabbing a former resident many times with a knife, recounting it with pride;
• Carried throwing knives openly and practiced with them at a shelter outing;
• Confronted Plaintiff within inches of his face, fists clenched, yelling "You don't understand mental illness!" and challenged him to a fight;
• Disclosed in the "Pass It On" video (featuring Defendant White) that he has schizophrenia, paranoia, and autism, and is "not in control" when off medication;
• Became the subject of a Stalking Protective Order on February 3, 2026 (Case No. 25SK04536), a judicial finding that his conduct caused reasonable apprehension for personal safety.

Travis Glidden:

• Screamed "I'm gonna kill you, Siniva!"—a death threat captured on CCTV (since destroyed);
• When Plaintiff reported this threat to staff, he was told to "go back to sleep";
• Threatened to burn down the shelter with everyone inside;
• Delivered graphic, fabricated monologues about child rape night after night in the communal sleeping area;

• Destroyed an apartment after being housed through shelter resources, smashing windows, walls, patio door, and threw furniture off his balcony, causing tens of thousands in damage;
• Was readmitted to the shelter despite this destructive rampage;
• Threatened a female resident with a knife;
• Supplied drugs on shelter property;
• Provided a vape pen laced with an unknown substance to a female resident, who suffered a negative physical reaction;
• Was alleged to have raped another female resident, Mariah (a.k.a. "M.J.") who fled the shelter shortly thereafter;
• Posted on Facebook: "Can't wait till I die," references to a "murder plot," "I commit to my pursuit of agony," and "I had to listen to my son get raped more times than I could ever explain";
• Generated over 100 police reports in Silverton before and during his residency, putting the shelter on actual notice of his pattern of violence;
• Falsely defamed Plaintiff, claiming he was part of a group that contributed to Glidden's demise—a complete fabrication.

2. This Complaint details:

a. A two-year pattern of explicit death threats, arson threats, sexual violence, and weapon threats by residents Travis Glidden and Jordan Sims—all constituting **menacing** under Oregon law (ORS 163.190)—reported repeatedly to Shelter management;

b. The Shelter's and Sarah White's refusal to remove these dangerous individuals despite their menacing conduct, instead readmitting them after trespass and discouraging resident reports;

c. Sarah White's retaliation against Plaintiff Adam Kobs for reporting safety concerns and warning a female resident of danger, including a retaliatory ban, public shaming, and the withdrawal of a critical vehicle promise on which he relied to secure employment;

d. The Shelter's and Sarah White's failure to preserve CCTV footage and inconsistent descriptions of retention capacity, including willful violation of this Court's December 5, 2025 Preservation Order;

e. The severe emotional and economic harm suffered by Plaintiffs, who were forced to live in a state of constant fear and apprehension in a place that promised sanctuary.

3. Plaintiffs seek damages for severe emotional distress and economic losses, and narrowly tailored injunctive relief requiring reasonable safety, incident-preservation, and non-retaliation practices consistent with Defendants' stated rules and commitments.

PARTIES

4. **Plaintiff Adam Eugene Kobs** is an adult former resident and program participant of Sheltering Silverton.

5. **Plaintiff N.K.** is a minor who appears by and through his father and natural guardian, Plaintiff Kobs.

6. **Defendant Silverton Sheltering Services d.b.a. "Sheltering Silverton"** is an Oregon public-benefit nonprofit that operates a low-barrier homeless shelter in Silverton, Oregon. It is funded overwhelmingly by public grants and holds itself out as providing a **"safe," "relational," and "accountable"** environment according to its published Mission Statement.

7. **Defendant Sarah White** is the Shelter's Executive Director. At all relevant times, she acted within the course and scope of her employment with the Shelter.

8. **Defendant Joseph Schmaus** is a Shelter staff member with responsibilities for incident response, client management, and safety oversight. At all times, he acted within the course and scope of his employment with the Shelter.

9. Sheltering Silverton is vicariously liable for the acts and omissions of its employees and agents undertaken within the course and scope of their employment.

JURISDICTION, VENUE, AND JURY DEMAND

10. Jurisdiction and venue are proper in Marion County. Plaintiffs demand a jury trial on all triable claims.

DISMISSED NONPARTIES AND CONTINUING RELEVANCE

11. Former defendants Jordan Sims and Travis Glidden have been dismissed without prejudice for non-service. They are **not parties** to this action. Their conduct is pleaded solely as background facts to establish:

a. Notice and foreseeability of harm;
b. Breach of the duty to provide reasonable security;
c. The standard of care in a congregate shelter setting; and
d. Causation of Plaintiffs' severe emotional distress.

GENERAL ALLEGATIONS

A. The Shelter's Public Promises and Inadequate Governance

12. The Shelter's publicly posted Mission Statement reads in its entirety:

"We believe that we live in kinship and connection with the people we serve. We pursue relationship, mutual accountability, and devotion to the people we serve. We believe that homelessness is a crisis of relationship, community, and public health and that our response to this crisis is through relationship, community, and care. We hold no power over the people we serve but recognize that compassion requires us to widen the circle of belonging and safety.

Our Mission: *To provide shelter and holistic support to people experiencing homelessness in the Silver Falls community.*

Vision: *We provide leadership and focus to a collaborative community response to the growing crisis of homelessness in the Silverton area. Through a diverse network of grassroots community partnerships, private and public initiatives, and collective hospitality, we aim to respond to the crisis of homelessness in Silverton."*

13. Despite receiving substantial public grant funding, Defendant Sheltering Silverton operated without:

a. A written whistleblower policy;
b. A document retention/destruction policy;
c. A meaningful conflict-of-interest policy;
d. Adequate safety or security protocols, including a failure to conduct reasonable bag checks at entry or adequate periodic locker and sleeping area checks to enforce its own **"no weapons" policy**;
e. Trained, supervised staff capable of threat assessment.

14. **Its Board of Directors**—unpaid volunteers with high turnover—provided no meaningful oversight. Executive Director Sarah White operated without meaningful oversight, written policies, or accountable governance structures.

15. **Public Funding and Stewardship.** At all relevant times, Sheltering Silverton operated primarily through public grants, including funding administered by Oregon Housing and Community Services (OHCS). With increased public funding, Defendants expanded programs and capacity while publicly promising **"kinship," "safety,"** and **"accountability."** Accepting public funds to provide safe shelter reinforced Defendants' undertaking to implement and enforce safety policies in a manner reasonably calculated to protect guests from known risks of third-party violence and harassment.

16. **Risk Management and Foreseeability.** By December 2023, Defendants' risk-management program recognized and planned for risks of sexual and physical abuse in shelter operations, including through insurance policy endorsements addressing those

risks. This, together with internal policies and training, demonstrates Defendants' knowledge of and ability to foresee the exact type of harm inflicted by third parties here.

17. **Spoliation and Duty to Preserve.** On October 6, 2025, Defendants received Plaintiff's Tort Claim Notice, which expressly identified the August 19, 2024 threat incident and related misconduct. The certified mail receipt—signed and returned to Plaintiff—confirms delivery to their P.O. Box on that date. From that date forward, litigation was reasonably foreseeable and Defendants' duty to preserve relevant evidence, including CCTV footage covering the shelter campus and perimeter, attached. Notwithstanding that duty, Defendants failed to preserve critical CCTV footage of reported incidents, potentially including the August 19, 2024 death threat and child rape monologue, and other relevant periods, causing evidentiary prejudice to Plaintiffs. The manufacturer's specifications confirm that the default retention setting for the CCTV cloud-based system was 30 days. That Defendants operated on a shorter retention cycle was a **choice**, not a default. Further, Defendants have willfully violated this Court's December 5, 2025 Preservation Order requiring a sworn technical declaration detailing camera location, retention settings, storage locations, deletions since July 28, 2025, and likely custodians. No such declaration has been filed. No extension was requested. No legally sufficient excuse has been offered.

B. The Shelter's Contractual Duty: The 2024 Shelter Guest Agreement

18. Every client, including Plaintiff Kobs, was required to sign the **"2024 Shelter Guest Agreement"** (and all chronological versions preceding it as well) as a condition of stay. This Agreement established clear, behavior-based rules. Key provisions include:

a. **"Harassment** – No threats or acts of violence will be tolerated in any way. Harassment in any form (whether it is verbal, physical, or sexual) will not be tolerated. Aggressive or intimidating behavior of any kind will not be tolerated."

b. **"Drugs and Alcohol** – Absolutely no drugs, alcohol, or paraphernalia are allowed on shelter property."

c. **"Weapons** – For your safety, no weapons are allowed on the community center property."

19. The Shelter Guest Agreement is notably deficient in several respects that directly relate to the claims alleged herein. The Agreement:

a. Contains no acknowledgment of liability, waiver, or assumption of risk language;
b. Provides no arbitration clause or dispute resolution mechanism;
c. Lacks clear termination procedures, stating only that being "asked to leave for the night...doesn't mean that you are permanently kicked out," leaving residents subject to arbitrary and standardless exclusion;
d. Contains no description of any appeals process for banned residents;
e. Fails to mention background checks or any screening process;
f. Contains no integration clause, meaning oral promises (such as the vehicle promise alleged herein) are not excluded.

20. The Agreement appears to have been drafted without professional legal input, reflecting a casual approach to legal obligations inconsistent with a $1M+ organization receiving substantial public funds.

21. The Shelter Guest Agreement constitutes a **legally enforceable contract**. By signing this Agreement, Defendants undertook a contractual duty to enforce its provisions, including the promises that **"harassment in any form will not be tolerated"** and that **"aggressive or intimidating behavior of any kind will not be tolerated."** Defendants breached this contract by tolerating and failing to address the repeated menacing conduct alleged herein.

22. The 2024 Shelter Guest Agreement is a **contract of adhesion**. It was presented to Plaintiff and all residents on a "take it or leave it" basis, without any opportunity to negotiate its terms. The Shelter drafted the Agreement unilaterally, and residents had no meaningful choice but to accept its terms as a condition of receiving shelter. As a **contract of adhesion**, any ambiguity in its provisions—including the meaning of "harassment" and "will not be tolerated"—must be construed strictly against the drafter,

Defendant Sheltering Silverton. *See Soderhamn Mach. Mfg. Co. v. Martin Bros. Container & Timber Prods. Corp.*, 415 F.2d 1058, 1063 (9th Cir. 1969) (applying Oregon law, contracts of adhesion are construed against the drafter).

23. The 2024 Shelter Guest Agreement constituted an **express warranty** of a safe haven free from the acts specifically prohibited therein. By requiring Plaintiff to sign the Agreement as a condition of stay, and by publicly holding itself out as providing "kinship," "safety," and "mutual accountability," Defendants **expressly warranted** that the shelter environment would be free from harassment, weapons, drugs, and aggressive or intimidating behavior. Plaintiff relied on this warranty in choosing to reside at the shelter and in structuring his life around the expectation of a reasonably safe environment.

24. The 2024 Shelter Guest Agreement, and all preceding versions, **fail to define the term "low barrier"** or explain how the Shelter's "low barrier" philosophy interacts with the express, written safety promises contained within the Agreement. This omission is not an oversight; it is a fundamental ambiguity in a contract of adhesion drafted entirely by Defendants.

25. In the absence of a definition within the Agreement, the Court may look to industry standards and analogous legal definitions to determine the reasonable expectations of a resident. Municipal and state codes defining "low barrier navigation centers" consistently describe the term as relating to **barriers to entry**, such as allowing pets, permitting partners, enabling the storage of possessions, and not requiring sobriety or identification as a precondition for admission. Critically, these same definitions explicitly provide that such shelters "may, however, enforce safety requirements for self, staff, place, and others." Thus, "low barrier" in the shelter industry unambiguously refers to intake requirements, **not a license to tolerate ongoing violence or a waiver of the fundamental duty to provide a safe haven**.

26. If Defendants now claim that their unspoken, internal "low barrier" policy justified the retention of residents who made explicit death threats, arson threats, carried weapons, and committed sexual assault, **such a claim represents an unwritten, unilateral modification of the express terms of the Guest Agreement**. Under Oregon law, any ambiguity in a contract of adhesion regarding the meaning of "low barrier" or its

relationship to the "no harassment" and "no weapons" provisions must be construed strictly against the drafter, Defendant Sheltering Silverton. *See Pacific First Bank v. New Morgan Park Corp.*, 319 Or. 342, 347 (1994) (ambiguities in a contract are construed against the drafter). **Defendants cannot now rely on a secret, internal definition to override the plain promises of safety that induced Plaintiff to stay at the shelter.**

27. Furthermore, if the Shelter operated under an unwritten policy that prioritized a subjective "low barrier" approach over the written safety rules, this constitutes a **failure of the implied covenant of good faith and fair dealing**. A party may not use its discretionary authority to interpret an ambiguous term in a way that "destroys the fruits of the contract" for the other party. *Uptown Heights Assocs. Ltd. P'ship v. Seafirst Corp.*, 320 Or. 638, 645 (1995). By secretly prioritizing the retention of violent individuals over the safety of residents like Plaintiff, **Defendants deprived Plaintiff of the reasonably safe environment that was the entire purpose of the bargain**.

28. This ambiguity also independently supports Plaintiff's claim for promissory estoppel (Seventh Claim). Plaintiff reasonably relied on the clear, written promises of the Guest Agreement—a safe haven free from harassment and weapons. To the extent the Shelter now asserts that an undisclosed "low barrier" internal policy governed their actions, this constitutes a **misrepresentation**. They induced Plaintiff's reliance by presenting a document promising safety while concealing an internal policy that rendered those promises illusory.

29. Upon information and belief, and as personally observed by the Plaintiff, the Shelter's enforcement of its weapons and drug policies was inconsistent and inadequate. Weapons were frequently allowed on property, sometimes disguised as **"tools,"** and sometimes displayed openly on belts. In loud altercations amongst clients, offenders possessing the unauthorized weapons/tools would outwardly exclaim their malicious intent to harm the other with the said instrument, thus mooting any claims that the blunt **"tools"** were merely intended for work purposes. Clients often were allowed to retain these instruments without any enforcement of rules regarding weapons, thereby defeating the full intent of a no weapons policy. Drug enforcement was arbitrarily and unequally administered.

1. Defendants' own public statements confirm that "low barrier" refers to entry requirements, not a waiver of safety obligations. At the August 19, 2024 Silverton City Council joint meeting, Executive Director Sarah White defined "low barrier" as allowing people to come "in self-identified kinship groups." (City of Silverton, City Council and Sheltering Silverton Joint Meeting, Aug. 19, 2024, video recording available at https://vimeo.com/1037579729, at 7:50, archived at https://www.silverton.or.us/citycouncil/meeting/city-council-and-sheltering-silverton-joint-meeting-and-city-council-regular). She further testified that the Shelter "draws a pretty bright line around criminality" and that individuals engaged in criminal activity are "exited from our services the moment we become aware." (Id. at 23:25). Board President MaryJane Schaffer simultaneously declared that the Shelter is "a public safety organization." (Id. at 50:47). These admissions establish that Defendants' unspoken "low barrier" policy did not, and was never intended to, override the express safety promises in the Guest Agreement.
2. The contrast in Defendants' enforcement actions is dispositive. At the same August 19, 2024 meeting, White confirmed that the Shelter immediately banned Jerry Hathcock upon learning he had stolen a bicycle. (Id. at 23:25). Yet Defendants repeatedly readmitted Jordan Sims and Travis Glidden despite actual knowledge of their far more serious conduct: arson threats to burn the shelter "with everyone in it," death threats against Siniva Langloss, graphic child rape monologues, weapons possession, and sexual assault. This selective enforcement—protecting the community from a bicycle thief while harboring violent predators—demonstrates that Defendants' claimed "low barrier" limitations are pretextual and that their failure to act was a conscious choice, not a constraint of policy.

C. The Pattern of Menacing Conduct: Travis Glidden

30. From early 2023 through 2025, resident Travis Glidden engaged in an escalating pattern of violent, sexually explicit, and **menacing** behavior (ORS 163.190), all known to Shelter management (Sarah White and Joseph Schmaus):

a. **Graphic, Fabricated Monologues About Child Rape:** On multiple late nights in the open sleeping bay, Glidden delivered loud, graphic monologues describing the violent rape of a young son he claimed to have. These monologues constituted **menacing by word**, intentionally attempting to place residents in fear of imminent serious physical injury to themselves or a child. *State v. Anderson*, 56 Or App 12, 16 (1982). Plaintiff later reported this to DHS; Silverton Police, through conversation with Officer Steve Kosiewicz, confirmed they had no reason to believe there was a child due to the strange nature of the reports they received, and the perplexing interactions Glidden conveyed when interviewed by police officers in the streets. These graphic monologues, regardless of their veracity, constituted severe psychological violation via intrusive thoughts. Shelter management took no meaningful steps to intervene, stop the monologues, offer support or explanation to traumatized residents, or assess the safety of any child who might be referenced. By allowing these statements to be repeatedly delivered in a communal sleeping area, the Shelter failed to provide a minimally safe environment and inflicted severe emotional distress on Plaintiff and other residents. As a Father of a young Son himself, Plaintiff was forced to endure imagining another alleged Father not protecting his own Son, along with the audiovisual mental imagery of the act of rape itself inflicted on an unidentified innocent little boy, during Plaintiff's multiple sleepless nights.

b. **Death Threats:** On August 19, 2024, Glidden screamed, **"I'm gonna kill you, Siniva!"** after exiting the shelter with a loud thunderclap of a door slam, within earshot of multiple residents and Ms. Langloss herself in an outdoor cabin, captured on CCTV. This explicit death threat constitutes **menacing by word**—an intentional attempt to place another in fear of imminent serious physical injury. *Anderson*, 56 Or App at 16. When Plaintiff reported this to Defendant Joseph Schmaus, he was dismissed and told to **"go back to sleep."**

c. **Arson Threats:** Upon information and belief, Glidden also explicitly threatened to **"burn down the shelter with everyone in it,"** mirroring the identical arson threats made by Defendant Sims. These arson threats constitute **menacing**—placing residents in fear of imminent catastrophic harm. *State ex rel Juvenile Dept. v. Dompeling*, 171 Or App 692, 696 (2000) (threats within "few hours" satisfy imminence). The shelter was thus on notice of multiple, independent threats of conflagration from two different residents, yet took no meaningful action to protect residents from either.

d. **Destruction of Housing and Readmission:** Upon information and belief, in mid-2024, Glidden was placed into an apartment through Shelter resources. He then destroyed it—smashing windows and the entire patio door to pieces, bashing in walls, writing disturbing messages on drywall, throwing his own furniture off a balcony, causing tens of thousands of dollars in damage. This violent, destructive rampage demonstrated Glidden's dangerous propensities and made his continued menacing of shelter residents entirely foreseeable. Despite this shocking display of mental instability and rage, Defendant Sarah White allowed him to return and remain at the shelter. When Plaintiff inquired about the recent happenings surrounding Glidden's apartment and return, her texted response on May 17, 2025 was: *"Adam, I will not talk to you about the circumstances of others. You have no idea what's going on in the lives of others. You have no idea what limits our organization has in people's lives..."* White fails to recognize that a standard of safety and care for clients is owed regardless of the shelter's limitations towards someone's personal mental challenges. Clearly, the foreseeability of this same instability and violence would obviously be carried out in the shelter; and in actuality, it was.

e. **Separate Sexual Assaults and Violence Against Women:**

i. **Assault of Mia Macias**: In September 2025, resident Mia Macias reported to Plaintiff that Glidden had threatened her with a knife, supplied drugs on shelter property, and provided her a vape pen he had allegedly laced with an unknown substance. She then had a negative physical reaction upon using the trusted vape. These acts constitute further menacing and actual violence (poisoning).

ii. **Rape of "Mariah" (a.k.a. "M.J."):** According to a confidential report from resident Mariah to Mia Macias, Glidden engaged in nonconsensual sexual conduct (rape) against Mariah. Upon information and belief, Mariah never reported the rape to Silverton Police. It is unclear if the rape was reported to Ms. White directly. Mariah left the shelter abruptly shortly after the incident.

f. **Public Social Media Threats:** Glidden's public Facebook posts, visible to staff and management, and reported by Plaintiff, included statements reflecting violent and suicidal ideation, including but not limited to the following verbatim quotes:

i. "Can't wait till I die."
ii. References to a "murder plot."
iii. "I had to listen to my son get raped more times than I could ever explain."
iv. "I commit to my pursuit of agony."

g. **White's Actual Knowledge:** Upon information and belief, the shelter knew, or should have known, of **over 100 incident reports** to Silverton Police Department involving Glidden before and during his residency. Given the shelter's close working relationship with SPD and the small-town nature of Silverton, White had, or should have had, actual knowledge of Glidden's pattern of violence, threats, and instability.

31. Each incident should have been reported to Sarah White and Shelter staff. Whether or not each incident did in fact get reported is currently unknown to the Plaintiff. Upon information and belief, the shelter management took no effective corrective action.

D. The Pattern of Menacing Conduct: Jordan Sims

32. During the same period, resident Jordan Sims engaged in repeated, explicit threats of mass violence and demonstrated a continuing pattern of violent and **menacing** conduct (ORS 163.190):

a. **Arson Threats:** Sims repeatedly threatened to **"burn down the shelter with everyone in it"** and to burn the personal residence of staff member Greg Lau **"with his wife and children in it."** These explicit arson threats constitute **menacing**—placing residents and staff in fear of imminent serious physical injury. *Dompeling*, 171 Or App at 696. This caused a similar pattern of alarm from Mr. Lau, as he felt forced to sit on his porch multiple nights after work with a baseball bat, ready to defend against any threat. This demonstrates that it wasn't only Plaintiff who felt imminent threat from Sims—other reasonable men and women took even the most egregious verbal threat from a mentally unstable man with utmost seriousness and actionable concern.

b. **Violent Outbursts:** He overturned beds, threw objects, screamed at staff and residents, and created an environment of palpable fear—all constituting menacing conduct.

c. **Criminal Trespass and Readmission:** Upon information and belief, Sims was formally trespassed from the property multiple times for violent conduct. Each time, Shelter staff under the supervision of Sarah White readmitted him without consequence, safety plan (with the exception of an alleged **"probationary plan"** that seemed to have little or no effect on his behavior), or increased supervision.

d. **Violent Feud with Jerry Hathcock:** Throughout 2024, Sims engaged in a prolonged feud with another resident, Jerry Hathcock. Sims openly declared himself a vigilante tasked with removing Hathcock from the shelter, threatening violence against him. Sims labeled Hathcock a **"bad man,"** a **"racist,"** and a **"criminal,"** and took it upon himself to get Hathcock removed, stating he would assault him if necessary. After Hathcock was banned from the shelter for reasons outside the scope of this lawsuit, Sims was overheard by Plaintiff on shelter grounds boasting loudly about how he had assaulted Hathcock in the city of Silverton and that he **"stabbed Hathcock many times with a knife."** He said this with a smile on his face and a sense of pride. This boast confirms Sims's willingness to carry out lethal violence, making his continued menacing of other residents objectively terrifying and entirely foreseeable. The shelter was aware or should have been aware of this violent feud and Sims's boast of stabbing another individual, yet took no action to remove Sims or protect other residents.

e. **Weapons Possession and Display:** On a separate occasion during a summer 2024 shelter-sponsored outing at Coolidge-McClaine Park in Silverton, which was put on exclusively by clients with no staff present, Plaintiff witnessed Sims remove at least five heavy throwing knives from his backpack and practice throwing them at tree trunks. This demonstrated that Sims routinely carried weapons on shelter grounds and in public, creating a constant risk of violence to other residents. His later boast of stabbing Hathcock confirms that he carried these knives with intent to use them as weapons. The shelter was aware or should have been aware of Sims's practice of carrying weapons, yet took no action to screen his belongings or enforce its own **"no weapons"** policy.

f. **Public Self-Disclosure of Mental Illness and Dangerously Unstable Condition:** In or around 2020, Sheltering Silverton participated in a promotional video titled **"Pass It On,"** produced by Real Light film studio and published on the shelter's Facebook page. (Sheltering Silverton, "Pass It On" promotional video, Facebook, available at https://www.facebook.com/watch/?v=428051182728523). The video was a multi-minute advertisement piece intended to spread public awareness, featuring interview clips of homeless individuals describing their hardships and how the shelter saved them. Defendant Sarah White and Defendant Joseph Schmaus both appeared in the video making comments. Sims was featured **prominently** in the video for several minutes. In the video, Sims voluntarily disclosed that he has been diagnosed with **autism, paranoia, and schizophrenia,** and explicitly stated that he is **"not in control"** when he does not take his medications. This video, which remains publicly available, establishes that the shelter was aware—**years before** the incidents alleged in this Complaint—of Sims's serious mental illness and his own admission that he becomes dangerously unstable and not in control when medication-noncompliant. **Defendant Sarah White appeared in this video herself, before Sims made these disclosures in his standalone segment.** Despite this knowledge, the shelter repeatedly admitted Sims, permitted him to remain despite multiple trespass notices, and took no meaningful steps to ensure he was medication-compliant or to protect other residents from the foreseeable consequences of his untreated mental illness and continued menacing.

g. **Stalking Protective Order Proceedings:** On February 3, 2026, a hearing was held in Marion County Case No. 25SK04536 regarding a Stalking Protective Order against Jordan Sims. The initial Honorable Judge Matthew Tracey heard the petition in the beginning hearing; however, the Honorable Judge Michael Wu is now presiding over this matter. A further hearing is scheduled for April 29, 2026. If Sims is served and fails to appear, a default judgment may be entered, making the protective order permanent. The judicial proceedings and findings in that case corroborate the objective seriousness and foreseeable danger of Sims's behavior, which the Shelter repeatedly failed to address.

33. **The Menacing Incident:** On or about August 2024, Plaintiff was seated near the shelter's front desk, inquiring with Travis Glidden about his fabricated claims. Glidden escalated the conversation, becoming visually aggressive. Jordan Sims then ran from across the room, stared Plaintiff down within inches of Plaintiff's face, clenched his fists, yelled **"You don't understand mental illness!"**, and challenged him to a fight, causing immediate fear of being struck. This direct, physical confrontation constitutes **menacing**—an intentional attempt by word and conduct to place Plaintiff in fear of imminent serious physical injury. ORS 163.190. The situation diffused once Sims realized he was outnumbered by shelter staff and concerned clients. Both he and Glidden fled the scene. Glidden was soon later witnessed raging and yelling in the shelter parking lot at the sky, thus preventing vehicles from their right of way to use parking spaces.

E. The Shelter's Inadequate Response and Failure to Preserve Evidence

34. Instead of addressing the danger posed by Sims and Glidden's repeated menacing, Shelter management (Sarah White and Joseph Schmaus):

a. Minimized incident logs, referring to Glidden's threats as mere **"episodes";**

b. Defendant Joseph Schmaus failed to accurately document major incidents involving Travis Glidden;

c. Barred residents from calling 911, telling them it was **"not allowed on shelter**

property, and that only shelter staff make determinations on involving police";

d. Represented that staff were trained in de-escalation but failed to describe those methods or safety procedures to clients, leaving residents without knowledge of what protocols would be followed in a crisis;

e. Failed to preserve certain CCTV footage related to reported incidents after litigation was reasonably foreseeable via a Tort Claim Notice received on October 6, 2025, and gave inconsistent descriptions of retention capacity. The manufacturer's specifications confirm that the default retention setting for the system was 30 days; operating on a shorter cycle was a **choice**;

f. **Willfully violated this Court's December 5, 2025 Preservation Order** by failing to file the required sworn technical declaration detailing camera locations, retention settings, storage locations, deletions since July 28, 2025, and likely custodians;

g. Refused to provide incident reports when requested by Plaintiff. For example, in a July 29, 2025 email, Operations Director Megan Smith stated, *"We do not have any record of an incident reported by you,"* despite Plaintiff's prior detailed reports.

F. Retaliation by Shelter Management

35. When Plaintiff Adam Kobs persisted in reporting threats and warned female resident Mariah of specific, documented dangers posed by Travis Glidden, Defendant Sarah White retaliated with deliberate precision:

a. **The Warning (on or about July 6, 2025):** In the shelter kitchen, with witnesses present, Plaintiff approached Mariah—a then 25-year-old woman becoming romantically involved with Travis Glidden—and spoke to her out of genuine concern for her safety. Plaintiff informed Mariah that Glidden had voluntarily stated to others, on multiple occasions, that he has serious sexually transmitted disease(s), including that he is HIV+**.** Plaintiff asked Mariah whether Glidden had disclosed this to her; she confirmed he had not. Plaintiff further informed Mariah that Glidden had spoken openly about

killing former girlfriends (referring specifically to his August 19, 2024 death threat against Siniva Langloss, **"I'm gonna kill you, Siniva!"**). Plaintiff explicitly stated that he was not forcing romantic interest or seeking to steer her toward himself; his sole purpose was to provide information so Mariah could make an informed decision about a man known to be dishonest about himself and abusive in his propensities. Plaintiff did not mention Glidden's child rape allegations, did not reference his menacing toward Plaintiff personally, and limited his warning to verifiable statements Glidden himself had made.

b. **Mariah's Response:** During this conversation, Mariah informed Plaintiff that Glidden was actively defaming him, falsely claiming that Plaintiff (paraphrased) **"was part of a group of people, many years ago, that contributed towards his demise."** In reality, Plaintiff had never known Glidden before the shelter, did not know his last name, and had no prior association with him—facts demonstrating that Glidden's claim was pure pathological fabrication, consistent with his documented pattern of lying to manipulate others.

c. **Staff Intervention That Night:** Jacob Embree was the staff member on duty that evening. He approached Plaintiff and reprimanded him for discussing "clients' personal matters." Plaintiff apologized and explained that his intent was protective—warning a young woman about known dangers. Embry responded, **"Enough said."** No further action was taken that night.

d. **The Retaliatory Ban (within days):** Days later, Plaintiff arrived at the shelter to visit and check on Mariah, and was met in the parking lot by Shelter & Facilities Manager Greg Lau, who informed him that Sarah White had banned him from shelter property. The stated reason: the July 6 conversation with Mariah—and that alone. No written explanation was provided until much later. No prior warnings had been issued. No opportunity to discuss was given.

e. **Defendants' Refusal to Specify:** Through counsel, Plaintiff formally requested, on October 17, 2025, that Defendants identify the specific conduct underlying the ban—and additionally, the subsequent two **"strikes"** or rule violations that supposedly justified the

near termination of his housing voucher stability, issued by Megan Smith, Operations Director. Defendants provided no response. To date, they have offered no written detailed articulation of what Plaintiff did wrong for the ban, or two strikes (other than a "warning letter" in connection with the ban, presenting allegations with no factual evidence—i.e., names, dates, specific acts that constituted the violation of the rules, who the accusers are, and who the victims are), leaving Plaintiff with no meaningful understanding or trust of the alleged violations, and limited ability to defend himself against the characterization that his protective warning somehow breached shelter rules. Plaintiff waived his opportunity to discuss the matter through dispute resolution with the Board, due to a general lack of trust in a fair and balanced discussion, without bias favoring Ms. White's decision making.

f. **The Irony:** The individual Plaintiff warned Mariah about—Travis Glidden—was later, according to a confidential report, alleged to have engaged in nonconsensual sexual conduct (rape) against Mariah. She left the shelter abruptly shortly thereafter. Plaintiff's warning was not interference; it was prophecy. And for that, he was banned.

36. On or about July 4, 2025, she publicly called him a **"creep"** and stated, **"We're watching you."** Nowhere in the 2024 Shelter Guest Agreement was there a written rule prohibiting pursuit of romantic engagements between clients. Yet, the moment Plaintiff spent innocent and consensual off-campus time with Mariah for purposes of basic courtship, he was reprimanded and shamed in public with the foregoing attacks. To the best of Plaintiff's knowledge, White did not even attempt to prevent Glidden's prior romantic approaches with Mariah with the same defamatory speech; instead, he was allowed unfettered and unsupervised access to Mariah for his own intent.
37. She sent a text claiming he had **"a history of showing interest in vulnerable women."**
38. She then **banned him** from shelter property, severing his housing stability and access to community support.

G. Psychological Impact of Management Conduct

39. Defendant Sarah White made statements minimizing reported threats and pathologizing Plaintiff's distress. In an email dated July 21, 2025, White acknowledged Plaintiff's observable mental distress but characterized it as **"your situation,"** reflecting it back to him as a personal failing. She and other staff labeled Plaintiff as **"entitled"** and **"lacking self-awareness,"** which deepened his emotional distress and eroded his sense of institutional care. White never once delivered a single communication to Plaintiff taking fault, responsibility, or providing apology for any actions the shelter contributed to his eroded mental condition or that led to his peril predicament.

H. The Broken Promise: Vehicle and Employment Reliance

40. In late 2024, Defendant Sarah White made a clear, unconditional promise to Plaintiff: a donated Toyota RAV4 vehicle would be gifted to him upon securing employment, and the shelter would cover one month of insurance and fuel to facilitate employment. White made this promise in her capacity as Executive Director, with actual and/or apparent authority to bind the shelter. The promise was specific, definite, and unequivocal: a **specific vehicle** upon a **specific condition.**
41. The promise was not secret or casual. Staff meetings confirmed it. Shelter Supervisor Kelsey Patrick communicated to Plaintiff that staff had discussed Plaintiff receiving the RAV4 at a Thursday meeting, with support for him to receive it. The shelter's own webpage, under **"Programs,"** proclaims **"Financial Assistance — supporting clients financially in efforts to gain and maintain employment..."** —confirming that such promises were within the shelter's ordinary operations and mission.
42. Plaintiff reasonably relied on this promise. He structured his entire job search around it, focusing on driving-based employment (DoorDash) that required reliable transportation. He secured a DoorDash agreement, fulfilling the specific condition White had set. All other job-search efforts—including out-of-town work requiring transportation and driver

delivery positions—were pursued based on the assumption that the promised vehicle would be available. The vehicle would also have enabled Plaintiff to manage difficult interview schedules with prospective employers.

43. After Plaintiff fulfilled the condition, White withdrew the promise. Her stated reason: **"lack of board approval"** —a condition she knew or should have known at the time she made the promise. This was not an innocent mistake; it was a broken promise that left Plaintiff stranded after he had relied on it to his detriment.

44. White's November 22, 2024 email confirmed the betrayal:

"Our board discussed the vehicle transaction last night and decided that the most prudent, ethical, and appropriate course of action is to sell it and apply all proceeds to our direct client assistance fund."

45. The cruelty of this decision was compounded by its timing and White's subsequent conduct. She revoked a specific promise made to one individual, dispersing the benefit "to the many" after Plaintiff had already taken concrete steps in reliance. Then—simultaneously—she and other staff began labeling Plaintiff as **"entitled"** and **"lacking self-awareness"** simply for following up on what he thought was an honest gift.

46. This pattern is unmistakable: White made a promise, induced reliance, broke the promise, and then pathologized Plaintiff's legitimate expectation as a personal failing. The message was clear: *You should not have trusted us. You should not have relied on our word. Your reliance is your fault, not ours.*

47. As a direct result, Plaintiff lost the vehicle, lost the employment pathway that depended on it, and suffered concrete economic harm—lost earnings and lost earning capacity in the amount of approximately **$117,500.** How Plaintiff arrived at this figure, representing four years of employment with Doordash, will be presented at trial. Plaintiff also suffered the emotional injury of having his legitimate expectations pathologized by an institution that first promised him a hand up, then snatched it away, then blamed him for expecting them to keep their word.

I. Injuries and Damages

48. As a direct result of Defendants' conduct:

a. **Plaintiff Adam Kobs** suffers night terrors, sleep disturbance, intrusive thoughts, anxiety, hypervigilance, social withdrawal, isolation, humiliation, and related economic losses. He has lost earnings and lost earning capacity in the amount of approximately **$117,500** due to the withdrawn vehicle promise (specific calculations will be provided at trial). He must consider relocating from this town he has already rooted in, due to social stigma and dismantled relationships.

b. **Minor Plaintiff N.K.** has suffered severe emotional distress, including nightmares, anxiety, and hypervigilance, as a direct result of witnessing his father's profound distress, trauma, and mental injury caused by the events at the Shelter and brought into their home.

c. **Clinical Diagnosis of PTSD:** As a direct and proximate result of the enduring menacing environment and traumatic incidents at the Shelter, Plaintiff Adam Kobs has been diagnosed with **Post-Traumatic Stress Disorder (PTSD), F43.10,** by Kevin Robbins, Professional Counselor Associate (License #R9205), under the supervision of Jessica Daas, LMFT (License #T1690) from Roseburg Therapy LLC d.b.a. Stronger Oregon. Plaintiff has received an Emotional Support Animal letter from his provider confirming this diagnosis and its ongoing effects on his daily functioning. This clinical diagnosis corroborates the severity, permanence, and specific nature of the emotional injuries caused by Defendants' breaches of duty.

J. Defendants' Undertaking and Special Relationship

49. Defendants expressly and impliedly undertook to provide a safe congregate environment through mission statements, guest agreements, operational policies, and acceptance of public funds, all promising safety, accountability, and consistent enforcement. Plaintiffs

reasonably relied on those undertakings. Defendants' failure to exercise reasonable care in performing those undertakings created and exacerbated risks of third-party violence and emotional harm. This undertaking and the resulting shelter-resident relationship created a **special relationship** that supports recovery for emotional distress, extending to resident families, including minor household members reasonably expected to be affected by shelter conditions and responses.

K. The Shelter's "Broken Windows" Approach to Safety: Inadequate Intake and Screening

50. The shelter's written intake application, a copy of which Plaintiff obtained from Defendants, demonstrates a fundamental and reckless failure to implement basic safety screening. The application:

a. Does **not** require disclosure of criminal history, past convictions, or pending charges. While it asks whether the applicant has been in jail or prison in the last 30 days, it contains no inquiry into any prior criminal history whatsoever;

b. Does **not** require disclosure of specific mental health diagnoses or conditions that could affect safety, despite containing a voluntary check-box for "disabling condition" with no follow-up;

c. Contains **no verification mechanism** for any information provided, leaving the shelter entirely dependent on the honesty of applicants who have every incentive to omit dangerous information;

d. Expressly **limits** the shelter's ability to share even voluntarily disclosed information with other residents, meaning that even when dangerous information is disclosed, those at risk are not warned;

e. Does **not** require a Social Security Number or other verifiable identifier, meaning applicants could be fugitives, have active warrants, or be using aliases without detection.

51. Upon information and belief, the shelter performed **no background checks** on any incoming clients during the relevant period, despite having received over $2 million in public grants over two years that could have funded such basic safety measures.

52. Plaintiff personally recalls that intake worker David Goldblatt, during Plaintiff's October 2023 intake, verbally asked Plaintiff about past convictions and requested an explanation. This verbal inquiry—inconsistent with the written application—demonstrates that shelter staff were aware of the need for such information but operated without any systematic process for obtaining or verifying it. The absence of any written record of such disclosures meant that even when information was volunteered, it could not be reliably accessed or verified.

53. This **"flying blind"** approach to client screening created a foreseeable and unreasonable risk of harm to residents. Dangerous individuals—including those with violent criminal histories, untreated mental illness, or active warrants—could gain admission simply by omitting information or lying. The shelter's failure to conduct even minimal due diligence, despite millions in funding, constitutes negligence per se.

54. The shelter's policy of refusing to share information about dangerous clients with other residents compounds this risk. Even when shelter staff knew of specific dangers posed by individuals like Travis Glidden and Jordan Sims, they did not warn other residents, leaving individuals like Plaintiff to discover threats on their own and take protective measures without institutional support.

55. Plaintiff could have—and in fact later did—run public background checks on other residents himself using publicly available records. That a resident had to investigate his own safety while the shelter with millions in funding did nothing demonstrates the depth of Defendants' negligence.

FIRST CLAIM FOR RELIEF — NEGLIGENCE

(Against All Defendants)

56. Plaintiffs reallege and incorporate by reference paragraphs 1 through 55.

57. **Duty:** Defendants owed a duty of reasonable care to operate a safe shelter, enforce reasonable safety rules, take reasonable steps to remove or manage violent individuals, and protect residents from foreseeable harm. Defendants' operation of a congregate shelter, governed by the Shelter Guest Agreement (all versions) and funded by public grants for the purpose of providing safe housing, created a **special relationship** with Plaintiffs and a legally protected interest in the shelter being obligated to provide Plaintiffs a **safe haven from Menacing— Whereby, Plaintiffs' legally protected interest is the shelter being obligated to provide Plaintiffs a safe haven from Menacing (ORS 163.190)—a *right* established by Oregon criminal law, *voluntarily undertaken through* Defendants' own required Guest Agreement, *explicitly promised* in their published Mission Statement, *publicly confirmed* through their public-facing press releases, and *independently reinforced* by premises liability and public funding obligations.** Defendants' conduct, as alleged herein, infringed upon this interest apart from and prior to causing Plaintiff's severe emotional distress.

58. **Breach:** Defendants breached that duty by ignoring threats, readmitting dangerous persons, discouraging 911 calls, failing to implement reasonable safety measures, failing to conduct adequate client screening or background checks, failing to describe de-escalation methods or safety procedures to clients, and failing to preserve evidence after their duty attached, including willful violation of this Court's December 5, 2025 Preservation Order.

59. **Causation & Damages:** This breach proximately caused Plaintiffs' severe emotional distress and economic losses.

SECOND CLAIM FOR RELIEF — PREMISES LIABILITY / NEGLIGENT SECURITY

(Against Sheltering Silverton)

60. Plaintiffs reallege and incorporate by reference paragraphs 1 through 59.

61. **Duty:** As possessor of the premises, Defendant Sheltering Silverton owed a duty to protect invitees from foreseeable violence, including menacing conduct by third parties, a duty heightened by its knowledge of specific threats and its risk-management practices.

62. **Breach & Causation:** Defendant Sheltering Silverton failed to secure the premises, remove known threats, implement basic safety measures, or conduct adequate client screening, directly causing Plaintiffs' harm.

THIRD CLAIM FOR RELIEF — NEGLIGENT HIRING, RETENTION, AND SUPERVISION

(Against Sheltering Silverton)

63. Plaintiffs reallege and incorporate by reference paragraphs 1 through 62.

64. **Duty:** Defendant Sheltering Silverton had a duty to hire, train, and supervise staff capable of ensuring safety and responding to threats.

65. **Breach:** Defendant Sheltering Silverton negligently hired, retained, and/or supervised staff—including White and Schmaus—who failed to enforce behavior-based rules, accurately document and escalate serious threats, communicate de-escalation procedures, preserve evidence, or intervene reasonably to protect clients from known dangers.

66. **Causation:** This failure proximately caused Plaintiffs' injuries.

FOURTH CLAIM FOR RELIEF — INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Against White & Sheltering Silverton)

67. Plaintiffs reallege and incorporate by reference paragraphs 1 through 66. This claim is asserted by Plaintiff Adam Kobs.

68. **Outrageous Conduct — The Pattern of Knowing Endangerment:** Defendants Sheltering Silverton and Sarah White engaged in extreme and outrageous conduct by knowingly creating and perpetuating a living environment of terror. Despite actual knowledge—through firsthand observation, the **"Pass It On"** video (in which White herself appeared alongside Sims) (Sheltering Silverton, "Pass It On" promotional video, Facebook, available at https://www.facebook.com/watch/?v=428051182728523), over 100 police reports involving Glidden, and repeated resident complaints—Defendants:

a. Knowingly retained and repeatedly readmitted Jordan Sims despite his explicit arson threats to burn the shelter **"with everyone in it"** and to burn a staff member's house **"with his wife and children in it";**

b. Knowingly retained and repeatedly readmitted Travis Glidden despite his death threats, his destruction of an apartment causing tens of thousands in damage, his graphic fabricated monologues about child rape, and his documented pattern of violence;

c. Prohibited residents from calling 911, suppressing the primary safety resource available to those in fear;

d. Systematically minimized or failed to document serious incidents despite actual knowledge;

e. Failed to warn residents, including Plaintiff and Mariah, of known dangers;

f. Failed to describe de-escalation methods or safety procedures to clients, leaving residents without knowledge of how their safety would be protected in a crisis.

This pattern reflects a conscious disregard for resident safety and a deliberate choice to prioritize operational convenience over human protection—conduct **"utterly beyond the bounds of socially tolerable behavior."** *Sheets v. Knight*, 308 Or 220, 236 (1989).

69. **Outrageous Conduct — Retaliation Against Plaintiff:** Defendant White's actions following Plaintiff's July 6, 2025 warning to Mariah constitute independent outrageous conduct:

a. **Public shaming:** Calling Plaintiff a **"creep"** and stating **"We're watching you"** in front of others;

b. **False accusations:** Texting Plaintiff that he had **"a history of showing interest in vulnerable women"**—an assertion entirely unsupported and designed to pathologize legitimate protective conduct;

c. **Retaliatory ban:** Immediately banning Plaintiff after he warned Mariah, severing his housing stability and access to community support, without warning, without sufficient written explanation, and without any fair and unbiased opportunity to respond;

d. **Refusal to specify:** When asked through formal channels to identify the specific conduct underlying the ban, and two voucher strikes, Defendants provided nothing meaningful—leaving the ban to stand on the unsubstantiated characterization that protective speech somehow violated shelter rules.

70. **Intent:** White intended to cause, or acted with reckless disregard of a substantial probability of causing, severe emotional distress. Her conduct—undertaken immediately after Plaintiff reported safety concerns and warned a female resident of danger—demonstrates either a desire to cause emotional distress or, at minimum, reckless disregard of a substantial probability that such distress would result. *See McGanty v. Staudenraus*, 321 Or 532, 550 (1995) (intent may be inferred from conduct). Her actual knowledge of the dangers posed by Sims and Glidden, combined with her choice to retaliate against the one resident who acted to protect a vulnerable woman, permits an inference that her conduct was intended to silence, punish, and cause distress.

71. **Causation:** Plaintiff Adam Kobs suffered severe emotional distress as a direct result, clinically diagnosed as **Post-Traumatic Stress Disorder (PTSD), F43.10.**

FIFTH CLAIM FOR RELIEF — NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

(Against All Defendants)

72. Plaintiffs reallege and incorporate by reference paragraphs 1 through 71.

73. **Duty & Breach:** The shelter-resident relationship, Defendants' safety commitments, their undertaking to provide a safe environment, and the resulting special relationship created a duty to protect against emotional harm arising from menacing. Defendants breached that duty by tolerating known menacing, readmitting dangerous individuals, prohibiting 911 calls, destroying evidence, failing to describe de-escalation methods or safety procedures to clients, and failing to protect Plaintiffs from foreseeable menacing conduct.

74. **Causation:** The breach proximately caused Plaintiffs' severe emotional distress.

SIXTH CLAIM FOR RELIEF — BREACH OF CONTRACT

(Against Sheltering Silverton)

75. Plaintiffs reallege and incorporate by reference paragraphs 1 through 74.

76. The 2024 Shelter Guest Agreement (and all preceding versions) constitutes a **valid and legally enforceable contract** between Plaintiff and Defendant Sheltering Silverton. The Agreement, together with Defendants' published Mission Statement and public representations, created an **express warranty** that the shelter would provide a safe haven free from harassment, weapons, and aggressive or intimidating behavior.

77. Plaintiff performed all conditions required of him under the Agreement.

78. Defendant Sheltering Silverton breached the Agreement by:

a. Failing to enforce its express promise that **"harassment in any form will not be tolerated,"** despite actual knowledge of repeated harassment and menacing by Sims and Glidden;

b. Failing to enforce its express promise that **"aggressive or intimidating behavior of**

any kind will not be tolerated," despite actual knowledge of such behavior;

c. Failing to enforce its **"no weapons"** policy, despite actual knowledge that Sims and others routinely carried weapons on shelter property.

79. As a direct and proximate result of Defendant's breach, Plaintiff suffered severe emotional distress and economic damages as alleged herein.

80. Defendants further breached the **implied covenant of good faith and fair dealing** inherent in every contract under Oregon law. *See Best v. U.S. Nat'l Bank*, 303 Or 557, 561 (1987) (every contract contains an implied duty of good faith). This duty prohibits a party from acting in a way that "destroys the fruits of the contract" for the other party. *Uptown Heights Assocs. Ltd. P'ship v. Seafirst Corp.*, 320 Or 638, 645 (1995). Here, Defendants exercised their discretion in enforcing the Guest Agreement in an arbitrary and capricious manner: they tolerated and repeatedly readmitted Sims and Glidden despite flagrant violations of the Agreement's core prohibitions, while simultaneously banning Plaintiff—the resident who reported those violations and warned a vulnerable woman of danger. This selective enforcement violated the spirit of the Agreement and deprived Plaintiff of the reasonably safe environment the contract was designed to provide.

    1. This selective enforcement is further evidenced by Defendants' own public admissions. At the August 19, 2024 City Council meeting, Executive Director White testified that the Shelter "draws a pretty bright line around criminality" and immediately removed a resident for stealing a bicycle. (City of Silverton, City Council and Sheltering Silverton Joint Meeting, Aug. 19, 2024, video recording available at https://vimeo.com/1037579729, at 23:25, archived at https://www.silverton.or.us/citycouncil/meeting/city-council-and-sheltering-silverton-joint-meeting-and-city-council-regular). Yet Defendants repeatedly readmitted Sims and Glidden despite arson threats, weapons, and sexual assault. This disparity in enforcement—protecting the community from a bicycle thief while harboring violent predators—demonstrates the arbitrary and capricious exercise of discretion that violates the implied covenant of good faith.

81. In the alternative, Plaintiff was an intended **third-party beneficiary** of the Guest Agreements signed by Jordan Sims and Travis Glidden. Those agreements contained the same promises—to refrain from harassment, weapons, and aggressive behavior—and were specifically designed to protect other residents, including Plaintiff, from the very conduct alleged herein. When Defendants failed to enforce those agreements against Sims and Glidden, and instead readmitted them after repeated violations, they **breached a duty owed directly to Plaintiff as an intended beneficiary of those contracts**. *See Hale v. Groce*, 304 Or 281, 284 (1987) (a third party is an intended beneficiary if the contract manifests an intent to benefit that party).

SEVENTH CLAIM FOR RELIEF — EQUITABLE PROMISSORY ESTOPPEL

(Against White & Sheltering Silverton)

82. Plaintiffs reallege and incorporate by reference paragraphs 1 through 81.
83. **Legal Standard.** Under Oregon law, promissory estoppel requires: "(1) a promise which the promisor should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the promisee; (2) which does induce such action or forbearance; and (3) if injustice can be avoided only by enforcement of the promise." *Bixler v. First Nat'l Bank*, 49 Or App 195, 199 (1980).
84. **The Promise.** Defendant Sarah White promised Plaintiff that a donated Toyota RAV4 vehicle would be gifted to him upon securing employment, and that the shelter would cover one month of insurance and gas to facilitate employment (¶40). Staff member Kelsey Patrick confirmed the promise was discussed in a staff meeting, with support for Plaintiff to receive it (*id.*). Unlike an unenforceable "agreement to agree," White's promise of a **specific vehicle** upon a **specific condition** (securing employment) is sufficiently definite to support reliance at the pleading stage. *See Neiss v. Ehlers*, 135 Or App 218, 230-31 (1995).

85. **Reasonable Expectation to Induce Reliance.** A director of a shelter promising a vehicle to a resident to **"facilitate employment"** should reasonably expect the resident to rely by seeking employment requiring a vehicle (¶40). To revoke this promise is in direct contradiction of the shelter webpage titled **"Programs"** proclaiming **"Financial Assistance — supporting clients financially in efforts to gain and maintain employment..."**

86. **Actual and Substantial Reliance.** Plaintiff reasonably relied on these representations by focusing his job search on driving-based employment (DoorDash) and securing a DoorDash agreement (¶40). This was a definite and substantial change in position—structuring an employment search around a specific, promised resource.

87. **Injustice Without Enforcement.** Plaintiff alleges concrete economic harm: lost earnings and lost earning capacity in the amount of approximately **$117,500** (¶47). Withdrawing the promise after Plaintiff secured the conditioned employment (the DoorDash agreement) caused this loss. Injustice can be avoided only by enforcement of the promise or an award of reliance damages.

88. **Documentary Corroboration.** Defendant Sarah White's November 22, 2024 email, which states the board decided to *"sell it and apply all proceeds to our direct client assistance fund,"* corroborates the existence of the vehicle promise and its subsequent withdrawal (¶44). This document has been previously filed with the Court and will be formally produced in discovery.

89. **Material Advantage.** The November 22, 2024 email demonstrates that Defendants obtained a material advantage from the vehicle transaction, as the proceeds were applied to the shelter's direct client assistance fund.

90. **Consideration Not Required.** Promissory estoppel applies specifically where there is a promise lacking traditional consideration. *Bixler*, 49 Or App at 199. The doctrine exists to remedy injustice caused by reliance on a promise, regardless of whether consideration was exchanged.

91. **Factual Questions for the Jury.** Whether the promise was sufficiently definite, whether reliance was reasonable or substantial, and whether injustice requires enforcement

are **factual questions** for the trier of fact. *Neiss*, 135 Or App at 230-31. At the pleading stage, the allegations are sufficient.

INJUNCTIVE RELIEF

92. An actual controversy exists regarding the adequacy of the Shelter's safety practices, record-preservation obligations, and non-retaliation policies as they relate to Plaintiffs' reported incidents. Plaintiffs maintain a concrete interest in the Shelter's handling and preservation of records concerning their reported incidents, which remain relevant to ongoing harms, the adjudication of this case, and their safety and the safety of others in the Silverton community where they reside. The Shelter's ongoing policies and practices present a continuing threat to community safety, in which Plaintiffs have a direct and substantial interest as residents. Plaintiffs seek narrowly tailored injunctive relief requiring the Shelter to adopt and implement reasonable, written policies for, and not limited to: (a) the preservation of incident records and CCTV concerning reported safety incidents; (b) non-retaliation against residents who report safety concerns; (c) written policies concerning client safety, when to use 911, and demonstrations of de-escalation methods; (d) written policies requiring adequate client screening and background checks; and others determined at a later time.

MINOR'S PRIVACY

93. Plaintiff N.K. is a minor. Plaintiffs request that the Court protect the minor's privacy by permitting continued use of the minor's initials **("N.K.")** in all public filings, requiring redaction of personal identifiers in publicly accessible documents, and authorizing filing under seal of any documents that contain the minor's full name or other identifying

information. Plaintiffs will lodge, under seal, a Confidential Minor Identification sheet for the Court's internal use.

DAMAGES AND PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against defendants, jointly and severally where permitted by law, in amounts and proportions determined by the trier of fact, together with any post-judgment reallocation permitted by law, as follows:

A. Economic damages to Plaintiff Kobs for lost earnings and earning capacity in the amount of **$117,500**

B. Noneconomic damages to Plaintiff Kobs for severe emotional distress in the amount of **$615,000**

C. Economic damages to Plaintiff N.K. for counseling and related expenses in the amount of **$10,000**

D. Noneconomic damages to Plaintiff N.K. for severe emotional distress in the amount of **$250,000**

E. Declaratory and injunctive relief as set forth above;

F. An order, pursuant to ORCP 46 B(2) and the Court's inherent authority, imposing appropriate sanctions for spoliation of evidence, including adverse inferences, evidentiary preclusion, fees, and any other relief the Court deems just;

G. A protective order under ORCP 36 C safeguarding the minor's identifiers and sensitive records, permitting filing under seal where necessary, and authorizing continued use of initials in public filings;

H. Pre- and post-judgment interest as allowed by law;

I. Costs and disbursements; and

J. Such other and further relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury on all triable issues.

DATED: February 23rd, 2026.

Respectfully submitted,

/s/

Adam E. Kobs, Plaintiff pro se
Residential address confidential (CIF filed under UTCR 2.130)
Email: adamkobs1984@proton.me

Exhibit C

2024 Sheltering Silverton Plaintiff Signed Guest Agreement

Sheltering
– SILVERTON –

SHELTER GUEST AGREEMENT

Night shelter hours: 8:00 p.m to 8:00 a.m.

We want to welcome you to our nightly shelter. We hope that you will feel welcome during your stay with us. In order to ensure that everyone has a positive experience, we ask that you follow these guidelines. If you have any questions or special needs, particularly of an emergency nature, please ask a shelter staff for assistance.

"Homelessness" means an individual, family or household lacking a fixed, regular, and/or adequate nighttime residence. Guests of the Silverton Night Shelter are eligible for overnight stays if they are experiencing homelessness. Guests will not be discriminated against on the basis of appearance, gender, age, sexual orientation, race, or religion.

The shelter will be open no earlier than 8 pm. Please do not arrive prior to this time. Exterior building doors are locked at 10 pm. Please arrive before 10 pm. We hope to preserve the restful sleep of all of our guests and we understand that at times, your transportation or work schedule will make it hard to arrive at the shelter on time. If you must arrive after 10 pm, please knock and enter the building quietly when greeted by a staff member.

Shelter Hosts will begin waking you at 6:30am. You will need to make your bed to staff standards and stow items neatly in lockers. Staff members will keep locker keys safe for you.

GUIDELINES

- Regular showers are required for all clients.
- Smoking is only allowed in the designated smoking area.
- Drugs and Alcohol - Absolutely no drugs, alcohol, or paraphernalia are allowed on shelter property.
- Weapons - For your safety, no weapons are allowed on the community center property.
- **Harassment - No threats or acts of violence will be tolerated in any way. Harassment in any form (whether it is verbal, physical, or sexual) will not be tolerated. Aggressive or intimidating behavior of any kind will not be tolerated.**
- **Attire - Appropriate attire must be worn at all times. This means you must be fully clothed. Restrooms are available for changing clothing. For your protection, shoes must be worn while walking on community center premises.**

Exhibit C - Page 1 of 3

Sheltering
– SILVERTON –

- Dinner Hour: We strive to provide a hot meal between 8 and 9 pm every evening. This meal is to be shared communally. We will not provide dinners outside of this time unless pre-arranged with staff. Please inform staff if you can not make it to the meal. Guests may not access the refrigerator after dinner time. Perishable items may be stored by guests in the refrigerator, if there is room.
- Lights Out - In order to provide restorative sleep for all of our guests, we will turn the lights out at 10:30 pm and all guests are to stay in the sleeping area. If you leave the building in the night, you will not be let back inside without permission from the shelter staff.
- Attendance: Once you are assigned a bed, you are expected to reside overnight in the shelter, unless previously arranged. If you are at the shelter but leave after 10 pm and do not stay overnight for 2 nights, you will lose your bed. If you are completely absent without notifying staff for 3 days, your belongings will be bagged up by staff and stored in our shed for 2 weeks, then thrown out.
- Designated Areas: Please stay in the designated guest areas of the building. You will be provided a tour of these areas. Please only sleep in areas designated for sleeping.
- **Property: The shelter is not responsible for lost or stolen items, or items left inside of lockers. We want all of our guests to feel safe and secure. Please place your personal items in your assigned locker or under your cot/mat. Remove items stowed overnight under your cot. Only items stored in lockers after shelter hours are allowed. There is no space in the shelter to store items outside of the shelter hours. Please do not place anything outside the community center overnight or throughout the day. Any items left behind will have to be disposed of.**
- **Tidiness : You need to clean up after yourself and each other or ask a volunteer for assistance.**
- **Chores: You are expected to participate in daily cleaning, maintenance, and food preparation activities while staying at our shelter.** If you are unable to safely complete a task, it is your responsibility to inform staff who will assign you something different. Sheltering Silverton is not liable for any injury that occurs as a result of participating in these activities.
- **Mandatory Community Meeting:** You are expected to participate in our weekly community meetings unless you have a conflict and have communicated with staff ahead of time. Failure to participate or communicate may affect your participation in other services.

Sheltering
SILVERTON

- If you are asked to leave the shelter for any reasons, please do so. Being asked to leave for the night is sometimes necessary but doesn't mean that you are permanently kicked out. You can come to the Day Center the next day and talk with staff about coming to the shelter the next night.

Do you have any allergies or medical conditions or prescription medications we should be aware of in case of an emergency:

[redacted]

BY SIGNING BELOW, I CONFIRM THAT I understand and agree to follow the rules of Sheltering Silverton. I understand that failure to do so may result in my being asked to leave the building and grounds.

Name Adam Kobs

Contact Phone [redacted]

Emergency Contact [redacted] PHONE [redacted] RELATIONSHIP

Are you currently experiencing homelessness as defined above?

☒ Yes
☐ No

Signature Adam Kobs Date 2/7/24

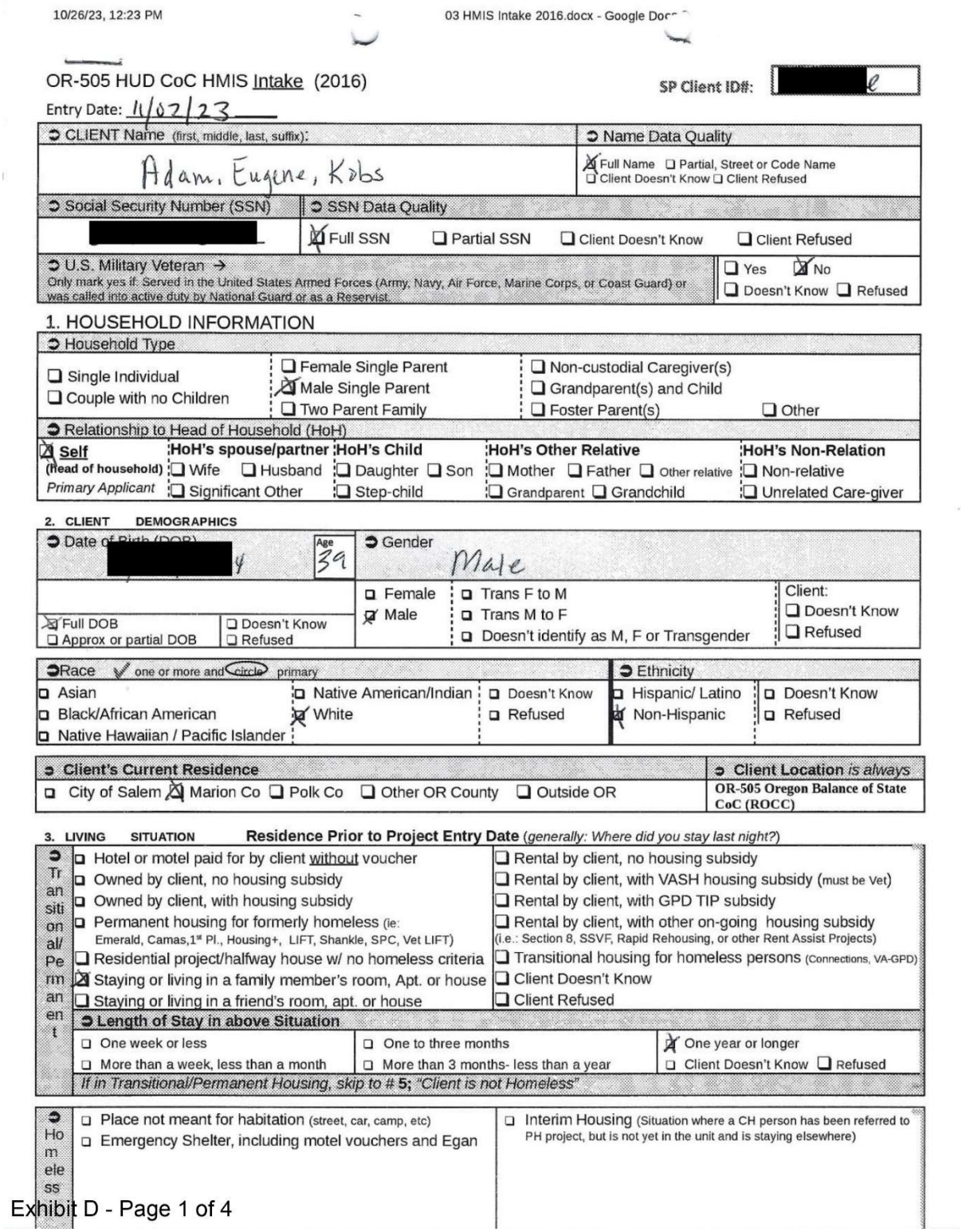
Sheltering Silverton is an equal housing provider and committed to providing equitable access to our site and services. You have the right to request assistance to access our organization and to request a reasonable accommodation to our site or policies.

FAIR HOUSING COUNCIL OF OREGON

Exhibit C - Page 3 of 3

Exhibit D

Plaintiff's Sheltering Silverton Intake Application 2023



10/26/23, 12:23 PM 03 HMIS Intake 2016.docx - Google Doc

OR-505 HUD CoC HMIS Intake (2016) SP Client ID#: [redacted]e

Entry Date: 11/02/23

➲ CLIENT Name (first, middle, last, suffix): Adam, Eugene, Kobs

➲ Name Data Quality: ☒ Full Name ☐ Partial, Street or Code Name ☐ Client Doesn't Know ☐ Client Refused

➲ Social Security Number (SSN): [redacted]

➲ SSN Data Quality: ☒ Full SSN ☐ Partial SSN ☐ Client Doesn't Know ☐ Client Refused

➲ U.S. Military Veteran → Only mark yes if: Served in the United States Armed Forces (Army, Navy, Air Force, Marine Corps, or Coast Guard) or was called into active duty by National Guard or as a Reservist.: ☐ Yes ☒ No ☐ Doesn't Know ☐ Refused

1. HOUSEHOLD INFORMATION

➲ Household Type

☐ Single Individual ☐ Couple with no Children ☐ Female Single Parent ☒ Male Single Parent ☐ Two Parent Family ☐ Non-custodial Caregiver(s) ☐ Grandparent(s) and Child ☐ Foster Parent(s) ☐ Other

➲ Relationship to Head of Household (HoH)

☒ Self (Head of household) Primary Applicant	HoH's spouse/partner	HoH's Child	HoH's Other Relative	HoH's Non-Relation
	☐ Wife ☐ Husband ☐ Significant Other	☐ Daughter ☐ Son ☐ Step-child	☐ Mother ☐ Father ☐ Other relative ☐ Grandparent ☐ Grandchild	☐ Non-relative ☐ Unrelated Care-giver

2. CLIENT DEMOGRAPHICS

➲ Date of Birth (DOB): [redacted]4 Age: 39

☒ Full DOB ☐ Approx or partial DOB ☐ Doesn't Know ☐ Refused

➲ Gender: Male

☐ Female ☒ Male ☐ Trans F to M ☐ Trans M to F ☐ Doesn't identify as M, F or Transgender

Client: ☐ Doesn't Know ☐ Refused

➲ Race (✓ one or more and circle primary)

☐ Asian ☐ Black/African American ☐ Native Hawaiian / Pacific Islander ☐ Native American/Indian ☒ White ☐ Doesn't Know ☐ Refused

➲ Ethnicity

☐ Hispanic/ Latino ☒ Non-Hispanic ☐ Doesn't Know ☐ Refused

➲ Client's Current Residence

☐ City of Salem ☒ Marion Co ☐ Polk Co ☐ Other OR County ☐ Outside OR

➲ Client Location *is always* **OR-505 Oregon Balance of State CoC (ROCC)**

3. LIVING SITUATION **Residence Prior to Project Entry Date** (*generally: Where did you stay last night?*)

➲ Transitional/ Permanent

☐ Hotel or motel paid for by client without voucher
☐ Owned by client, no housing subsidy
☐ Owned by client, with housing subsidy
☐ Permanent housing for formerly homeless (ie: Emerald, Camas,1st Pl., Housing+, LIFT, Shankle, SPC, Vet LIFT)
☐ Residential project/halfway house w/ no homeless criteria
☒ Staying or living in a family member's room, Apt. or house
☐ Staying or living in a friend's room, apt. or house
☐ Rental by client, no housing subsidy
☐ Rental by client, with VASH housing subsidy (must be Vet)
☐ Rental by client, with GPD TIP subsidy
☐ Rental by client, with other on-going housing subsidy (i.e.: Section 8, SSVF, Rapid Rehousing, or other Rent Assist Projects)
☐ Transitional housing for homeless persons (Connections, VA-GPD)
☐ Client Doesn't Know
☐ Client Refused

➲ Length of Stay in above Situation

☐ One week or less ☐ More than a week, less than a month ☐ One to three months ☐ More than 3 months- less than a year ☒ One year or longer ☐ Client Doesn't Know ☐ Refused

If in Transitional/Permanent Housing, skip to # **5**; *"Client is not Homeless"*

➲ Homeless

☐ Place not meant for habitation (street, car, camp, etc)
☐ Emergency Shelter, including motel vouchers and Egan
☐ Interim Housing (Situation where a CH person has been referred to PH project, but is not yet in the unit and is staying elsewhere)

Exhibit D - Page 1 of 4

Length of Stay in above Situation

☒ One week or less	☐ One to three months	☐ One year or longer
☐ More than a week, less than a month	☐ More than 3 months- less than a year	☐ Client Doesn't Know ☐ Refused

*If in a Homeless situation, go to # **4**; "Client is Homeless"*

Institutional

☐ Foster care home or foster care group home	☐ Long-term care facility or nursing home
☐ Hospital (non-psychiatric)	☐ Psychiatric hospital or other psychiatric facility
☐ [redacted]ail, prison or juvenile detention facility	☐ Hotel or motel paid for by client without a voucher
	☐ Substance abuse treatment facility or detox center

Length of Stay in above Situation

Less than 90 Days	90 Days or more
☐ One night or less	☐ 90 days or more, but less than one year
☐ Two to six nights	☐ One year or longer
☐ [redacted]More than a week, less than a month	☐ Client Doesn't Know
☐ One month or more, but less than 90 days	☐ Refused
Less than 90 Days? go to # 4 "Client is Homeless"	*90 Days or more, skip to # **5** "Client is not Homeless"*

4. LENGTH of TIME HOMELESS (Only complete if Prior Residence Situation is Homeless or Institution - Less than 90 Days)

Approximate date homelessness started:	10/31/23
Number of times you have been on the streets or in an emergency shelter in past 3 years including today.	☒ 1 ☐ 2 ☐ 3 ☐ 4+ ☐ Doesn't Know ☐ Refused
Total number of months homeless on the street or in an emergency shelter in the past 3 years.	☒ 1 *(This time is the 1st month)* ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12 ☐ More than 12 mos ☐ Client Doesn't Know ☐ Client Refused

5. INCOME, NON-CASH BENEFITS, HEALTH INSURANCE and DISABILITY TABLES

If Parent receives income on Child's behalf, then enter the income in Parent's record

Source(s) of Income *(Answer for HoH and Adults)*	Yes	No	Not Collected	Monthly Income
Alimony or Other Spousal Support	○	●	○	$
Child Support	○	●	○	$
Earned Income *(wages and self employment)*	○	●	○	$
General Assistance *(rarely used)*	●	○	○	$ [redacted]0
Other *(explain)*:	○	●	●	$
Pension/Retirement From a Former Job	○	●	○	$
Private Disability Insurance	○	●	○	$
Retirement Income from Social Security	○	●	○	$
Social Security Disability Insurance (SSDI)	○	●	○	$
Social Security Income (SSI)	○	●	○	$
TANF *(Only put on the Primary Applicant's record)*	○	●	○	$
Unemployment Insurance	○	●	○	$
VA Non-Service Connected Disability Pension	○	●	○	$
VA Service Connected Disability Pension	○	●	○	$
Worker's Compensation	○	●	○	$
TOTAL Monthly Income- (just this person's)				$

If there is any Monthly Income, Mark "Income from Any Source" as YES

Source(s) of Non-Cash Benefits *(Answer for All HH members)*	Yes	No	Not Collected	Monthly Benefit (optional)
Supplemental Nutrition Assistance Program (Food Stamps)	●	○	○	$ [redacted]0
Special Supplemental Nutrition Program for WIC	○	●	○	$
TANF Child Care Services	○	●	○	$
TANF Transportation Services	○	●	○	$
Other TANF-Funded Services	○	●	○	$
Section 8, Public Housing or other on-going rental assistance	○	●	○	$

ary rental assistance	○	●	○	$
Non-Cash Benefit Source *explain*:	○	●	○	$

lere are any Non-Cash Benefits Income, Mark "Non-Cash Benefit from Any Source" as YES

Source(s) of Health Insurance *(Answer for All HH members)*	Yes	No	Not Collected	**RRH Only** **Residential Move-in Date:** _____ *mm/dd/yyyy* *Leave blank if not housed at entry*
MEDICAID	○	●	○	
MEDICARE	○	●	○	
VA Medical Insurance	○	●	○	
Employer- Provided Health Insurance	○	●	○	
Health Insurance through COBRA	○	●	○	
Private Pay Health Insurance	○	●	○	
Indian Health Services Program	○	●	○	

If there are any Health Insurance, Mark "Covered by Health Insurance" as YES

Disabilities *(All HH members)*		Long Term Condition	Impairs Living Alone	On File	Receiving Treatment	Doesn't Know	Refused
Alcohol Abuse	❑ Yes ☒ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	○	○
Drug Abuse	❑ Yes ☒ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	○	○
Both Alcohol & Drug Abuse	❑ Yes ☒ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	○	○
Developmental	❑ Yes ☒ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	○	○
HIV/AIDS	❑ Yes ☒ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	○	○
Mental Health	❑ Yes ☒ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	○	○
Physical	❑ Yes ☒ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	○	○
Chronic Condition	❑ Yes ☒ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	❑ Yes ❑ No	○	○

If there are any Long Term Disabilities, Mark "Does the client have a disabling condition" as YES

6.

➲ DOMESTIC VIOLENCE survivor? *(HoH and Adults)*	➲ # Months ago?	➲ Currently fleeing Domestic Violence?
❑ Yes ☒ No ❑ Doesn't know ❑ Refused		❑ Yes ☒ No ❑ Doesn't know ❑ Refused

This info is the same for every member of the household

7.

➲ HH Monthly INCOME	➲ % of Area Median Family Income (AMI)	➲ Federal Poverty Level of Family Income (FPL)
$	❑ 0-30% ❑ 30-50% ❑ 50-80% ❑ Over 80% *Use Marion/Polk County AMI table*	❑ Up to 50% ❑ 51-75% ❑ 76-100% ❑ 101-125% ❑ 126-150% ❑ 151% and over ❑ Level unknown

ighest EDUCATION Attained		Only required for adults 24 yrs and older

Client Contact Information *(ANSWER FOR HEAD of HOUSEHOLD)*

Permanent Mailing Address: NONE		**Email:** [redacted]	
Contact Number:	☒ Cel [redacted]	☐ Voice: [redacted]	☐ Other:
Emergency Contact: [redacted]	**Relationship to Client:** [redacted]	**Phone #:** [redacted]	

INTAKE WORKER SIGNATURE CERTIFIES THAT THE INTAKE WORKER HAS VERBALLY INFORMED THE CLIENT THAT THIS DATA WILL BE SHARED WITH PARTICIPATING PROVIDERS IN THE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)- SERVICEPOINT – and has DOCUMENTED CONSENT FROM THE CLIENT		**APPLICANT SIGNATURE** CERTIFIES THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE.	
Intake Worker Name (print)	**Date**	**Applicant Signature**	**Date**
Elyse McGowan	11/02	X	

Form Updated 10/12/2016